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SUPREME COURT, U. S.

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1949

No. 18

STANDARD-VACUUM OIL COMPANY, PETITIONER,

vs.

THE UNITED STATES

ON WRIT OF CERTIORARI TO THE COURT OF CLAIMS

PETITION FOR CERTIORARI FILED JANUARY 21, 1950.

CERTIORARI GRANTED MARCH 27, 1950.

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1948

No. 532

STANDARD-VACUUM OIL COMPANY, PETITIONER,

vs.

THE UNITED STATES

ON PETITION FOR WRIT OF CERTIORARI TO THE COURT OF CLAIMS

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IN THE COURT OF CLAIMS OF THE UNITED STATES

No. 48319

STANDARD-VACUUM OIL COMPANY

vs.

THE UNITED STATES

HISTORY OF PROCEEDINGS

The original petition was filed December 5, 1947.

On March 24, 1948, on motion made therefor, and allowed by the court, the plaintiff filed an Amended Petition.

On April 12, 1948, the defendant filed its motion to dismiss claims fifth, seventh, and fifteenth of Amended Petition.

On June 1, 1948, on motion made therefor, and allowed by the court, the plaintiff filed a Second Amended Petition as follows:

[fol. 3] SECOND AMENDED PETITION—Filed June 1, 1948

To the Honorable the Court of Claims of the United States:

The plaintiff alleges upon information and belief:

First Claim

1. The plaintiff, Standard-Vacuum Oil Company, is, and at all times hereinafter mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Delaware.

2. The plaintiff has at all times borne true allegiance to the Government of the United States and has not in any way voluntarily aided, abetted, or given encouragement to rebellion against said Government.

3. The plaintiff believes the facts as stated in this petition to be true.

4. On or about December 1, 1941, the plaintiff was the owner and in possession of the following property then located at Pandacan, Manila, Philippine Islands:

[fol. 4] (a) Stocks of petroleum products (including kerosene, gasoline, diesel oil, bunker fuel oil, lubricating oils and greases and specialty products), more particularly set forth in column (1) of Exhibit A hereto annexed and by reference thereto made a part hereof;

(b) Storehouse equipment, materials and supplies, more particularly described in Exhibit B hereto annexed and by reference thereto made a part hereof;

(c) Plant and equipment (including buildings, land improvements, walls, fences and embankments, wharves and waterfront equipment, sewerage and drainage and other plant and equipment), more particularly described in Exhibit C hereto annexed and by reference thereto made a part hereof;

(d) Tank cars, trucks and floating equipment, more particularly described in Exhibit D hereto annexed and by reference thereto made a part hereof.

5. During the period from on or about December 1, 1941, to on or about December 25, 1941, the date of the requisition referred to in paragraph 9 hereof, (there were delivered to the plaintiff at Pandacan, Manila, Philippine Islands, and at or before such delivery the plaintiff became the owner and in possession of the additional amounts of petroleum products more particularly set forth in column (2) of Exhibit A hereto annexed.

6. During the period from on or about December 1, 1941, to on or about December 25, 1941, the date of the requisition referred to in paragraph 9 hereof, the plaintiff sold and delivered to others than the defendant the quantities and kinds of petroleum products set forth in column (4) of Exhibit A hereto annexed.

7. During the period from on or about December 1, 1941, to on or about December 25, 1941, the date of the requisition [fol. 5] referred to in paragraph 9 hereof, the plaintiff sold and delivered to the defendant at Manila, Philippine

Islands, the quantities and kinds of petrolum products set forth in column (5) of Exhibit A hereto annexed.

8. On or about December 25, 1941, and at and prior to the requisition thereof as set forth in paragraph 9 hereof, the plaintiff was the owner and entitled to the possession of all of the property referred to in paragraphs 4 and 5 hereof other than the petroleum products sold and delivered to the defendant and others as set forth in paragraphs 6 and 7 hereof; and said property so owned by the plaintiff had as of December 25, 1941, and as of the time of requisition thereof, an aggregate value (exclusive of the value of certain petroleum products and of tank cars, trucks and floating equipment which were then owned by the plaintiff and were requisitioned as set forth in paragraph 9 hereof, but in respect of which the plaintiff has received payment as set forth in paragraph 12 hereof) of not less than $2,288,-210.89, of which the aggregate value of the petroleum products included in said property (exclusive of products in respect of which the plaintiff has received payment as aforesaid) was not less than $1,224,392.74, the value of the storehouse equipment, materials and supplies included therein was not less than $247,113.90, and the value of the plant and equipment included therein was not less than $816,704.25.

9. On or about December 25, 1941, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 8 hereof and then owned by the plaintiff as therein stated, pursuant to a letter of requisition, dated December 25, 1941, which was delivered to the plaintiff on or about December 25, 1941. The property so requisitioned, appropriated and taken is herein sometimes called the requisitioned property. The names of the agents or representatives of defendant presently known to plaintiff who requisitioned, appropriated, took title to or [fol. 6] possession of such property are: Colonel Hugh J. Casey, C. E. Engineers, USAFFE, Lieutenant Colonel Marshall, Deputy Chief of Staff, USAFFE, Colonel Quinn, USAFFE, Colonel Drake, Quartermaster Corps, USAFFE, Colonel Brezini, Depot Quartermaster, USAFFE, First Lieutenant W. C. Ramme, USAFFE, Captain Gantz, Asiatic Fleet Supply Officer, United States Navy, and Captain Morsell, Cavite Naval District Supply Officer, United States

Navy. A copy of the letter of requisition, dated December 25, 1941, is attached hereto as Exhibit E.

10. From and after the time of the requisitioning, appropriation and taking as aforesaid of the requisitioned property, the defendant exercised complete control of said property, and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof; and all persons (including employees of the plaintiff) were required to act, and did act, with respect to said property, upon the sole instructions of the defendant acting by and through the United States Army and its representatives, with respect to said property.

11. No part of the requisitioned property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf, except that certain portions of fire wall and two tanks, having an aggregate value as of December 25, 1941, the date of requisitioning, of $76,166.25 were returned in damaged condition on or about May 2, 1946, the damage to said property by reason of the requisitioning, appropriation, taking and use thereof by the defendant being $58,729.00 and the value of said property on the date of return being $17,437.25.

12. On or about May 3, 1946, the plaintiff filed with the United States Army Claims Service, Manila, Philippine Islands, a proof of claim in the amount of $3,230,622.21 in respect of the property sold and delivered to the defendant [fol. 7] as set forth in paragraph 7 hereof and the requisitioned property. On or about July 12, 1946, said Claims Service informed the plaintiff that said office was authorized to investigate and adjudicate the portion of the claim pertaining to stocks and equipment procured by the United States Army for its use, and requested that the plaintiff furnish it a list of the property procured by the United States Army for its use, exclusive of property that was destroyed. Upon the basis of such request by the United States Army Claims Service, the plaintiff on or about August 6, 1946, withdrew the aforesaid proof of claim, and filed a new proof of claim setting forth the property believed by the plaintiff to have been procured by the Army for use exclusive of property that was destroyed, within the meaning of the aforesaid request by said United States Army Claims Service, and stating that "This claim is being re-

submitted on the basis that it will not prejudice other losses sustained at our Pandacan (Manila) Terminal as a result of the United States Army's requisition and destruction." Said United States Army Claims Service assigned number Pro. No. CC46-X-19881 to the proof of claim filed as aforesaid on or about August 6, 1946. On or about October 15, 1946, the plaintiff amended the proof of claim filed on or about August 6, 1946, so that said proof of claim as amended was for the sum of $1,308,597.81 and included the property set forth in columns (5) and (7) of Exhibit A and in Exhibit D hereto annexed. On or about November 18, 1947, the plaintiff filed with the United States Army Claims Service, Manila, Philippine Islands, a proof of claim in the amount of 4,541,547.28 pesos ($2,270,773.64) in respect of the requisitioned property, excluding such of the requisitioned property as was included in the aforesaid claim number Pro. No. CC46-X-19881, and including the property more particularly set forth in column (8) of Exhibit A, and in Exhibit B and Exhibit C hereto annexed; but the plaintiff has not been informed as to what action, if any, has been taken by said United States Army Claims Service on said proof of claim, except that said Claims Service assigned [fol. 8] numbers of Pro. U-4-110 468/69/70 to said proof of claim filed on or about November 18, 1947. On or about November 22, 1947, the plaintiff received the sum of 2,234,-919.42 pesos ($1,117,459.71) in respect of the property referred to in claim number Pro. No. CC46-X-19881, as amended, and released the Government from further liability in respect of said claim, the release specifically providing as follows: "Excepted from this release are all items and matters not specifically included in our claim number Pro. No. CC46-X-19881."

13. Except as stated in paragraph 12 hereof, no action has been taken on the plaintiff's claim, or any part thereof, by Congress or by any department of the Government.

14. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

15. By reason of the foregoing, the plaintiff claims the sum of $2,270,773.64 plus an amount equivalent to interest at the rate of 6% per annum on said sum from December 25,

1941, the date of requisitioning, to the date of the entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

16. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Second Claim

17. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

[fol. 9] 18. During the period from December 7, 1941, to May 31, 1942, the plaintiff, at the instance of representatives of the United States Army, sold and delivered to the defendant at Bacolod, Philippine Islands, supplies of gasoline, oil, grease and dispensing equipment, for which the defendant promised and agreed to pay the sum of 30,161.70 pesos ($15,080.85), and which were of the reasonable value of that amount. The name of the representative of the United States Army at whose instance plaintiff sold and delivered the supplies, and the name of the agent or representative of defendant who promised and agreed to pay the sum of 30,161.70 pesos therefor, is Colonel R. I. Jones, Infantry Commanding Officer, USAFFE, Quartermaster Sub-Depot Bacolod, Philippine Islands. The following quantities and kinds of supplies were sold and delivered between December 8, 1941, and May 31, 1942:

33,600 liters (8,877.15 gallons) gasoline	₱ 3,744.60	
135,600 liters (35,825.62 gallons) gasoline	₱24,737.10	
4,000 tins (5 gallons each) gasoline		
1 Lub. Oil drum pump P-10	₱ 15.00	
1 Lub. Oil drum pump P-11	₱ 15.00	
1 Brunner Air Compressor 1 H.P. Series No. 67237	₱ 750.00	
1 Curtis Air Compressor, 2 H.P. Series No. S-0129	₱ 900.00	
	₱30,161.70	

19. During the period from December 7, 1941, to on or about May 31, 1942, the plaintiff, at the instance of representatives of the United States Army, sold and delivered to the defendant at La Carlota, Philippine Islands, supplies of lubricants for which the defendant promised and agreed to pay the sum of 10,218.99 pesos ($5,109.50) and which were of the reasonable value of that amount. The name of the representative of the U. S. Army at whose instance plaintiff sold and delivered the supplies of lubricants, and the name of the agent or representative of defendant who promised and agreed to pay the sum of 10,218.99 pesos therefor, is [fol. 10] Colonel R. I. Jones, Infantry Commanding Officer, USAFFE, Quartermaster Sub-Depot, Bacolod, Philippine Islands. The following quantities and kinds of supplies were sold and delivered between December 8, 1941 and May 31, 1942:

Lubricating Oils

1100	Gallons Mobil Oil AF	
2115	" " " BB	
600	" " " A	
208	" " " C	
439.9	" " Sovac Truck Bus Oil #4	
110.9	" " " " " " #2	
4573.8		₱ 9,840.81

Grease

1298.9 lbs. Mobilube T	378.18
	₱10,218.99

20. The agreements or purchase orders (if any) with respect to said sales and deliveries were lost or destroyed, and the plaintiff does not have a copy of said agreements or purchase orders or any thereof.

21. The plaintiff has duly demanded payment of the aforesaid sums, but no part thereof has been paid.

22. The plaintiff on or about April 3, 1946, filed (by amendment to a proof of claim filed on or about January 16, 1946) a proof of claim in respect of said property with

the United States Army Claims Service, Iloilo, Philippine Islands; but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim (filed April 3, 1946) by said United States Army Claims Service.

23. Except as stated in paragraph 22 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

24. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person [fol. 11] other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

25. The plaintiff claims the sum of $20,190.35 under the agreements referred to in paragraphs 18 and 19 hereof.

26. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Third Claim

27. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

28. On or about December 12, 1941, the plaintiff, at the instance of representatives of the United States Army sold and delivered to the defendant on the destroyer U. S. S. John Paul Jones, at or near Cebu (Opon), Philippine Islands, 600 tons of bunker fuel oil for which the defendant promised and agreed to pay the sum of 27,600 pesos ($13,800.00) and which were of the reasonable value of that amount. The name of the representative of the United States Army at whose instance plaintiff sold and delivered the bunker fuel oil, and the name of the agent or representative of defendant who promised and agreed to pay the sum of 27,600 pesos therefor is Colonel John D. Cook, Quartermaster USAFFE.

29. The agreement or purchase order (if any) with respect to said sale and delivery was lost or destroyed, and the plaintiff does not have a copy of said agreement or purchase order.

30. The plaintiff has duly demanded payment of said sum but no part thereof has been paid.

[fol. 12] 31. The plaintiff on or about March 25, 1947, filed with the United States Army Claims Service, Cebu, Philippine Islands, a proof of claim in respect of said property, but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

32. Except as stated in paragraph 31 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

33. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

34. The plaintiff claims the sum of $13,800.00 under the agreement referred to in paragraph 28 hereof.

35. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Fourth Claim

36. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

37. On or about December 15, 1941, and at and prior to the requisition thereof as set forth in paragraph 38 hereof, the plaintiff was the owner and in possession of certain supplies of gasoline, kerosene, diesel oil and lubricants located at or near Cebu, Philippine Islands, and having a value as of that date and as of the time of such requisition of not less than $1,077,270.79 (exclusive of the value of supplies thereof returned to the plaintiff, subsequent to such requisition, for [fol. 13] sale and delivery to the government of the Commonwealth of the Philippines and to others performing vital civilian functions, as set forth in paragraph 43 hereof).

The kinds and quantities of gasoline, kerosene, diesel oil and lubricants are as follows:

Gasoline	2,255,644 gallons
Kerosene	61,700 "
Bunker Fuel Oil C	451,212 "
Diesel Fuel	1,363,790 "
Lubricating Oils High Grade	111,200 "
Lubricating Oils Premium Grade	13,750 "
Lubricating Oils Intermediate Grade	56,100 "
Lubricating Oils Ordinary Grade	89,500 "
Greases High Grade	27,393 pounds
Hydraulic Brake Fluid	450 gallons
Shock Absorber Oil	120 gallons

38. On or about December 15, 1941, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 37 hereof. The names of the agents or representatives of defendant presently known to plaintiff who requisitioned, appropriated, took title to or possession of such property are Colonel John D. Cook, Quartermaster USAFFE and Lieutenant O'Brien, USAFFE. Shortly following December 8, 1941, members of the United States Army were stationed upon the properties of plaintiff, and on or about December 15, 1941, Colonel Cook commandeered all supplies of petroleum products located thereon. So far as is known, the orders were verbal. Thereafter under directions of Colonel Cook and the United States Army all employees of plaintiff engaged in delivering petroleum products to supply dumps of the United States Army.

39. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the de- [fol. 14] fendant exercised complete control of said property, and disposed thereof in such manner as it saw fit, and excluded the plaintiff from any and all control thereof; and all persons, including employees of the plaintiff, were required to act, and did act, with respect to said property, upon the sole instructions of the defendant, acting by and through the United States Army and its representatives, with respect to said property.

40. During the period from on or about December 15, 1941, the date of requisitioning, to on or about March 31, 1942, the plaintiff, at the instance of representatives of the United States Army, transferred to United States Army dumps in and about Cebu portions of the property requisitioned as aforesaid, having a value of $410,686.57, and the defendant promised and agreed to pay for said portions of said requisitioned property the sum of 821,373.14 pesos ($410,686.57). The names of the representatives of the United States Army at whose instance plaintiff transferred portions of such property, and the names of the agents or representatives of defendant who promised and agreed to pay the sum of 821,343.14 pesos therefor, are Colonel Cook, Lieutenant O'Brien, and Lieutenant Lachica, USAFFE. The kinds and quantities of the property transferred between January 15 and April 1, 1942, are as follows:

Gasoline	821,444 gallons
Kerosene	21,000 "
Diesel Fuel	24,810 "
Bulk Fuel	172,800 "
Lubricating Oils High Grade	111,200 "
Lubricating Oils Premium Grade	13,750 "
Lubricating Oils Intermediate Grade	56,100 "
Lubricating Oils Ordinary Grade	89,500 "
Greases High Grade	27,393 pounds
Hydraulic Brake Fluid	450 gallons
Shock Absorber Oil	120 gallons

[fol. 15] 41. The agreement (if any) with respect to such payment was lost or destroyed, and the plaintiff does not have a copy of said agreement.

42. The plaintiff has duly demanded payment of said sum so agreed to be paid, but no part thereof has been paid.

43. No part of the property requisitioned as aforesaid has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf, except that certain supplies of gasoline and oil were returned to the plaintiff for sale and delivery by it to the government of the Commonwealth of the Philippines and to others performing vital civilian functions. Plaintiff does not presently know the kinds and quantities of gasoline and oil which were

returned to plaintiff, nor the dates upon which such returns were made.

44. The plaintiff, on or about March 25, 1947, filed with the United States Army Claims Service, Cebu, Philippine Islands, a proof of claim and on May 12, 1947, filed a revised proof of claim, in respect of the supplies of gasoline, kerosene, diesel oil and lubricants transferred as aforesaid to United States Army dumps by the plaintiff at the instance of representatives of the United States Army, and for which the defendant promised and agreed as aforesaid to pay the sum of 821,373.14 pesos ($410,686.57); but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

45. Except as stated in paragraph 44 hereof, no action has been taken on the plaintiff's claim, or any part thereof, by Congress or by any department of the Government.

46. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

[fol. 16] 47. By reason of the foregoing, the plaintiff claims the sum of $1,077,270.79 plus an amount equivalent to interest at the rate of 6% per annum on said sum from December 15, 1941, the date of requisitioning, to the date of the entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

48. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Fifth Claim

49. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

50. On or about April 1, 1942, and at and prior to the requisition thereof as set forth in paragraph 51 hereof, the

plaintiff was the owner and in possession of nine gasoline tanks located at or near Cebu, Philippine Islands, more particularly described in Exhibit F annexed hereto and having a value as of that date and as of the time of such requisition ~~of not less than~~ $152,066.50.

51. On or about April 1, 1942, the defendant requisitioned, appropriated, and took title to and possession of all the property referred to in paragraph 50 hereof. The names of the agents or representatives of defendants who requisitioned, appropriated, and took title to and possession of, the property are Colonel John D. Cook, Quartermaster, USAFFE and Lieutenant Lachica, USAFFE. The United States Army entered the premises and exercised exclusive control [fol. 17] thereof. Demolition charges were placed in and about the property by the United States Army, and thereafter the charges were set off by the Army, destroying the property. The orders of requisition were verbal.

52. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant exercised complete control of said property, and ultimately destroyed the same.

53. By reason of the foregoing, the plaintiff claims the sum of $152,066.50 plus an amount equivalent to interest at the rate of 6% per annum on said sum from April 1, 1942, the date of requisitioning, to the date of the entry of the judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

54. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Sixth Claim

55. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

56. During the period from May 6, 1942, to on or about February 9, 1943, the plaintiff, at the instance of representatives of the United States Army, sold and delivered to the

defendant at or near Iloilo, Philippine Islands, for use by a guerrilla unit at Panay, Philippine Islands, supplies of petroleum products for which the defendant promised and agreed to pay the sum of 1,858.47 pesos ($929.24) and which were of the reasonable value of that amount. Plaintiff does [fol. 18] not presently know the names of the representatives of the United States Army at whose instance it sold and delivered the petroleum products, nor the names of the agents or representatives of defendant who promised and agreed to pay the sum of 1,858.47 pesos therefor, nor the quantities and kinds of petroleum products so sold and delivered but the products were sold and delivered in small quantities as follows: November 19, 1942, to Captain Ramon G. Gelvezon; November 23, 1942, to Lieutenant Marcelo Obregon; December 8, 1942, to Major Amos M. Francia; December 24, 1942, to Lieutenant Francisco Tumbukon; October 27, 1942, to Captain Ramon G. Gelvezon; February 9, 1943, to Major C. E. Fertig; May 6, 1942, to Technical Sergeant Manuel Catedral.

57. The agreement or purchase order (if any) with respect to said sale and delivery was lost or destroyed, and the plaintiff does not have a copy of said agreement or purchase order.

58. The plaintiff has duly demanded payment of said sum but no part thereof has been paid.

59. The plaintiff on or about May 28, 1947, filed a proof of claim in respect of said property with the United States Army Claims Service, Iloilo, Philippine Islands, but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

60. Except as stated in paragraph 59 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

61. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

[fol. 19] 62. The plaintiff claims the sum of $929.24 under the agreement referred to in paragraph 56 hereof.

63. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Seventh Claim

64. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

65. On or about December 8, 1941, and at and prior to the requisition thereof as set forth in paragraph 66 hereof, the plaintiff was the owner and in possession of certain stocks of petroleum products, supplies, buildings and equipment located at or near San Fernando, La Union, Philippine Islands, more particularly described in Exhibit G annexed hereto and having a value as of that date and as of the time of such requisition of not less than $144,414.87.

66. On or about December 18, 1941, the defendant requisitioned, appropriated, and took title to and possession of all the property referred to in paragraph 65 hereof. The name of the agent of defendant who requisitioned, appropriated and took title to and possession of the property is Major Noble, United States Army. Major Noble ordered the property to be turned over to the United States Army. This order was in writing, but plaintiff does not have a copy thereof. On or about December 20, 1941, explosives were placed about the property and on December 21, 1941, the charges were set off by the United States Army and the property was destroyed.

67. From and after the time of the requisitioning, appropriation, and taking as aforesaid of said property, the de- [fol. 20] fendant exercised complete control of said property and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof; and all persons, including employees of the plaintiff, were required to act and did act with respect to said property upon the sole instructions of defendant, acting by and through the United States Army and its representatives, with respect to said property.

68. On or about December 20, 1941, the plaintiff at the instance of representatives of the United States Army, deliv-

ered to the defendant at or near San Fernando, La Union, Philippine Islands, a part of the property requisitioned consisting of supplies of gasoline for which the defendant promised and agreed to pay the sum of $1,119.29 pesos ($559.64) and which were of the reasonable value of that amount.

69. The agreement (if any) with respect to such payment was lost or destroyed, and the plaintiff does not have a copy of said agreement.

70. The plaintiff has duly demanded payment of said sum but no part thereof has been paid.

71. The plaintiff on or about April 29, 1947 filed a proof of claim in respect of such supplies of gasoline with the United States Army Claims Service, Manila, Philippine Islands; but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

72. Except as stated in paragraph 71 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

73. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

[fol. 21] 74. By reason of the foregoing the plaintiff claims the sum of $144,414.87 plus an amount equivalent to interest at the rate of 6% per annum on said sum from December 18, 1941, the date of requisitioning, to the date of entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

75. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Eighth Claim

76. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

77. On or about April 1, 1942, and at and prior to the requisition thereof as set forth in paragraph 78 hereof, the plaintiff was the owner and in possession of one steel 153,000 gallon gasoline tank, with pipe lines, and 38,250 gallons of motor gasoline contained therein, located at or near Bacolod, Philippine Islands, and having a value as of said date and as of the time of such requisition of not less than $16,682.59.

78. On or about April 1, 1942, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 77 hereof. The names of the agents of defendant who requisitioned, appropriated, and took title to and possession of, the property are W. R. Muller and Colonel Richard I: Jones, Commanding Officer, Bacolod Quartermaster Sub-depot, USAFFE. Mr. Muller, acting as procurement agent for Colonel Jones, [fol. 22] stated to the employees of plaintiff that the United States Army was taking full charge of the property and that nothing was to be removed. The property continued under the control of the United States Army from April to May 21, 1942, when it was destroyed by the United States Army. The orders above referred to were verbal.

79. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant exercised complete control of said property, and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof.

80. No part of said property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf.

81. The plaintiff, on or about June 6, 1946, filed a proof of claim in respect of said property with the United States Army Claims Service, Iloilo, Philippine Islands; but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

82. Except as stated in paragraph 81 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

83. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

84. By reason of the foregoing, the plaintiff claims the sum of $16,682.59 plus an amount equivalent to interest at the rate of 6% per annum on said sum from April 1, 1942, the date of requisitioning, to the date of the entry of judgment herein, under the provisions of the Fifth Amendment [fol. 23] to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

85. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Ninth Claim

86. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

87. On or about December 12, 1941, and at and prior to the requisition thereof as set forth in paragraph 88 hereof, the plaintiff was the owner and in possession of certain stocks of petroleum products, buildings and equipment known as a bulk plant located at or near Tarlac, Philippine Islands, and having a value as of that date and as of the time of such requisition of not less than $6,414.70. The quantities and kinds of the petroleum products, buildings and equipment are as follows:

7767.5 gals. Gasoline
2—17,500 gal. underground tanks
1—500 gal. underground tank
1—Gasoline Pump
1—Building 15′ x 19′ x 14′ concrete foundation, wood frame, floor and sides, galvanized iron roof.

88. On or about December 12, 1941, the defendant requisitioned, appropriated, and took title to and possession of all the property referred to in paragraph 87 hereof. The names of the agents of defendant who requisitioned, appropriated, and took title to and possession of the property [fol. 24] are Colonel Charles S. Lawrence, USAFFE, and Captain Valdez. The employees of plaintiff were advised by Colonel Lawrence that the United States Army was commandeering plaintiff's bulk plant at Tarlac and the stocks of gasoline stored there. Thereafter the United States Army exercised exclusive control over the bulk plant and used the stocks of gasoline. On December 26, 1941, the United States Army set off demolition charges and completely destroyed the bulk plant. The orders of requisition above mentioned were verbal.

89. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant exercised complete control of said property, and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof.

90. No part of said property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf.

91. The plaintiff on or about December 20, 1946, filed with the United States Army Claims Service, Manila, Philippine Islands, a proof of claim in respect of said property. Since the filing of the original petition, the United States Army has made a part payment of $1,458.74 in respect of said claim covering the gasoline but has refused to pay the balance thereof.

92. Except as stated in paragraph 91 hereon, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

93. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

[fol. 25] 94. By reason of the foregoing, the plaintiff claims the sum of $4,955.96 plus an amount equivalent to interest at the rate of 6% per annum on said sum from

December 12, 1941, the date of requisitioning, to the date of the entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

95. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Tenth Claim

96. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

97. In or about the month of February, 1942, and at and prior to the requisition thereof as set forth in paragraph 98 hereof, the plaintiff was the owner and in possession of one 20-litre visible gasoline pump and one 500-gallon underground tank, located at or near Surigao, Philippine Islands, and having a value as of that time and as of the time of such requisition of not less than $265.00.

98. In or about the month of February, 1942, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 97 hereof. Plaintiff does not presently know the names of the agents of defendant who requisitioned, appropriated, and took title to and possession of the property. Several officers and enlisted men of the United States Army came to the premises [fol. 26] of Surigao Consolidated Mining Co., Inc., where the plaintiff's pump and tank were situated, and commandeered and carried away numerous pieces of equipment including the pump and tank. The orders of requisition were verbal.

99. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant exercised complete control of said property, and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof.

100. No part of said property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf.

101. The plaintiff, on or about May 2, 1947, filed with the United States Army Claims Service, Cebu, Philippine Islands, a proof of claim in respect of said property; but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

102. Except as stated in paragraph 101 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

103. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

104. By reason of the foregoing, the plaintiff claims the sum of $265.00 plus an amount equivalent to interest at the rate of 6% per annum on said sum from the date of requisitioning to the date of entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just com- [fol. 27] pensation for the property so requisitioned, appropriated and taken.

105. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Eleventh Claim

106. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

107. In or about the month of June, 1943, and at and prior to the requisition thereof as set forth in paragraph 108 hereof, the plaintiff was the owner and in possession of one 1,000-gallon underground tank, located at or near Gingoog, Misamis Or., Philippine Islands, and having a value as of that time and as of the time of such requisition of not less than $161.50.

108. In or about the month of June, 1943, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 107 hereof. The name of the agent of defendant who requisitioned, appropriated, and took title to and possession of the tank is Lieutenant Cinco, C. O. Division Dry Dock at Lunao, acting by authority of Division G-4, 110th Division, 10th M. D. (Guerrilla). The tank in question was taken from the premises at Sta. Clara Lumber Co., Inc., and removed to the town of Mainit, Surigao, for use by the army. The described order of requisition was verbal.

109. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant exercised complete control of said property, and dis- [fol. 28] posed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof.

110. No part of said property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf.

111. The plaintiff, on or about May 2, 1947, filed with the United States Army Claims Service, Cebu, Philippine Islands, a proof of claim in respect of said property; but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

112. Except as stated in paragraph 111 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

113. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

114. By reason of the foregoing, the plaintiff claims the sum of $161.50 plus an amount equivalent to interest at the rate of 6% per annum on said sum from the date of requisitioning to the date of the entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just com-

pensation for the property so requisitioned, appropriated and taken.

115. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

[fol. 29] Twelfth Claim

116. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

117. In or about the month of May, 1943, and at and prior to the requisitioning thereof as set forth in paragraph 118 hereof, the plaintiff was the owner and entitled to the possession of one ¾ horsepower gasoline engine, located at or near Gingoog, Misamis Or., Philippine Islands, and having a value as of that time and as of the time of such requisition of not less than $60.00.

118. In or about the month of May, 1943, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 117 hereof. Plaintiff does not presently know the names of the agents of defendants who requisitioned, appropriated, and took title to and possession of, the gasoline engine. They were members of the Filipino Guerrilla Army who took the engine from the premises of one of plaintiff's dealers.

119. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant exercised complete control of said property, and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof.

120. No part of said property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf.

121. The plaintiff on or about August 30, 1947, filed with the United States Army Claims Service, Cebu, Philippine Islands, a proof of claim in respect of said property; but the plaintiff has not been informed as to what action, if any, has [fol. 30] been taken on said claim by said United States Army Claims Service.

122. Except as stated in paragraph 121 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

123. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

124. By reason of the foregoing, the plaintiff claims the sum of $60.00 plus an amount equivalent to interest at the rate of 6% per annum on said sum from the date of requisitioning to the date of the entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

125. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Thirteenth Claim

126. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

127. In or about the month of July, 1945, and at and prior to the requisition thereof as set forth in paragraph 128 hereof, the plaintiff was the owner and entitled to the possession of one ½ horsepower Curtiss air compressor, located [fol. 31] at or near Binakayan, Cavite, Philippine Islands, and having a value as of said date and as of the time of such requisition of not less than $125.00.

128. In or about the month of July, 1945, the defendant requisitioned, appropriated, and took title to and possession of, all the property referred to in paragraph 127 hereof. Plaintiff does not presently know the names of the agents of defendant who requisitioned, appropriated, and took title to and possession of the property. They were enlisted men of 797th M P, United States Army. They took the property from the operator of one of the plaintiff's service stations.

129. From and after the time of the requisitioning, appropriation and taking as aforesaid of said property, the defendant had and exercised complete control of said property, and disposed thereof in such manner as it saw fit and excluded the plaintiff from any and all control thereof.

130. No part of said property has at any time been returned, or otherwise made available, to the plaintiff or to anyone acting in its behalf.

131. The plaintiff on or about September 15, 1946, filed with the United States Army Claims Service, Manila, Philippine Islands, a proof of claim in respect of said property; but the plaintiff has not been informed as to what action, if any, has been taken on said claim by said United States Army Claims Service.

132. Except as stated in paragraph 131 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

133. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

[fol. 32] 134. By reason of the foregoing, the plaintiff claims the sum of $125.00 plus an amount equivalent to interest at the rate of 6% per annum on said sum from the date of requisition to the date of the entry of judgment herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

135. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Fourteenth Claim

136. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

137. On or about June 9, 1943, and at and prior to the leasing thereof to the defendant as set forth in paragraph

138 hereof, the plaintiff was the owner and in possession of certain land, buildings, equipment and other property located at or near Hengyang (formerly Hengchowfu), Province of Hunan, China, and having a value as of that date and as of the time of such leasing of not less than $17,256.15. The land consisted of 89,164.35 sq. ft. of irregular shape situated on the south bank of the Siangy River across and downstream from Hengyang, Hunan Province. The buildings included native quarters, filling and reconditioning building, two warehouses and a gasoline tank with a capacity of 109,000 gallons.

138. On or about June 9, 1943, the plaintiff leased all the property referred to in paragraph 137 hereof to the defend- [fol. 33] ant, acting by and through representatives of the United States Army, on a month-to-month tenancy, and the defendant agreed to pay rental therefor at the rate of $200 per month and at the termination of such lease to return all said property to the plaintiff in as good condition, reasonable wear and tear excepted, as at the beginning of said lease; and the defendant entered into possession of said property under said lease on or about June 9, 1943. The names of the representatives of the United States Army who acted on behalf of the tenant in arranging the tenancy are Captain R. J. Belknap, Infantry, Commanding United States Army Service Forces, Hengyang Headquarters, and M. H. Oakley, United States Army Engineer.

139. Any writing with respect to such lease was lost or destroyed, and the plaintiff does not have a copy of any such writing.

140. On or about June 22, 1944, during the continuance of such lease and while the defendant was in possession of said property, the defendant destroyed all of said property, with the exception of the land and one tank.

141. The leasehold interest of the defendant was terminated subsequent to June 23, 1944, and after the destruction as aforesaid by the defendant of the aforesaid property; but the defendant did not return the aforesaid property to the plaintiff in as good condition, reasonable wear and tear excepted, as at the beginning of said lease, but failed to return certain of said property and returned other of said property in damaged condition.

142. The reasonable value of the property which the defendant failed as aforesaid to return was not less than $11,964.45; and the value of the property returned in damaged condition was $557.22 less than would have been the value of said property so returned if it had been returned in the condition required by said lease.

[fol. 34] 143. The plaintiff, on or about September 10, 1947, filed with the United States Army Claims Service, Shanghai, China, a proof of claim in respect of the foregoing; but the plaintiff has not been informed as to what action, if any, has been taken on said proof of claim by said United States Army Claims Service.

144. Except as stated in paragraph 143 hereof, no action has been taken on said claim, or any part thereof, by Congress or by any department of the Government.

145. There has been no assignment or transfer of said claim, or any part thereof or interest therein; and no person other than the plaintiff has been or is the owner of or interested in said claim or any part thereof.

146. By reason of the foregoing, the plaintiff claims the sum of $12,521.67 under the lease referred to in paragraph 138 hereof.

147. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Fifteenth Claim

148. The plaintiff repeats and realleges each and every allegation contained in paragraphs 1, 2 and 3 hereof with the same force and effect as if herein set forth in full.

149. In or about December, 1941, and at and prior to the requisition thereof as set forth in paragraph 150 hereof, the plaintiff was the owner and in possession of certain stocks of petroleum products, supplies, buildings and equipment located at or near La Paz, Iloilo City, Philippine Islands, more particularly described in Exhibit H annexed hereto, [fol. 35] and having a value as of that time and as of the time of such requisition of not less than $131,230.48.

150. During the period from December, 1941, to April 1942, the defendant requisitioned, appropriated, and took

title to and possession of all the property referred to in paragraph 150 hereof. The names of the agents or representatives of defendant who requisitioned, appropriated, took title to and possession of such property are Brigadier General B. G. Cheynowith, USAFFE, Major Bekerton, USAFFE, Lieutenant T. N. Powell, USAFFE and Major Celestino Monrey, CE Sixth Replacement Battalion, Philippine Army. The United States Army commandeered substantially all of the petroleum products under written orders from General Cheynoweth, Major Bekerton and Lieutenant Powell to employees of plaintiff. From on or about December 20, 1941, to January 15, 1942, such petroleum products were disbursed upon instructions of the United States Army to various supply depots as follows: Mandurriao Schoolhouse and Yard, Cabatuan Schoolhouse and Yard, Arevalo Schoolhouse and Yard, LaGrange Experimental Station and a building in Janiuay. Subsequently enlisted men of the United States Army and Major Monrey prepared and planted demolition charges throughout plaintiff's remaining property and, on April 16, 1942, set off the charges destroying the property. The written orders with respect to the petroleum products have been lost or destroyed, and plaintiff does not have a copy thereof. The orders in respect of the demolition of plaintiff's property were verbal.

151. No part of said property has at any time been returned, or otherwise made available to, the plaintiff or to anyone acting in its behalf, except that in or about March, 1946, the premises where the property had been situated were returned to plaintiff, upon which were certain fixtures having a salvage value of $12,512.50.

152. By reason of the foregoing the plaintiff claims the sum of $118,717.98 plus an amount equivalent to interest at [fol. 36] the rate of 6% per annum on said sum from April 16, 1942, the date of requisitioning, to the date of the entry of judgement herein, under the provisions of the Fifth Amendment to the Constitution of the United States, and under the Act of October 16, 1941, c. 445, 55 Stat. 742 (50 U. S. C. §§ 721-724), as fair and just compensation for the property so requisitioned, appropriated and taken.

153. The plaintiff is justly entitled to recover the amount claimed after allowing all just credits and offsets, exclusive of the plaintiff's liability for income taxes in respect of a recovery hereunder.

Wherefore, the plaintiff respectfully prays judgment against the defendant in the amount of $3,832,935.09 plus an amount equivalent to interest at the rate of 6% per annum on parts thereof, as follows:

(i) on $2,270,773.64 thereof from December 25, 1941;
(ii) on $1,077,270.79 thereof from December 15, 1941;
(iii) on $152,066.50 thereof from April 1, 1942;
(iv) on $144,414.87 thereof from December 18, 1941;
(v) on $16,682.59 thereof from April 1, 1942;
(vi) on $4,955.96 thereof from December 12, 1941;
(vii) on $265 thereof from February 15, 1942;
(viii) on $161.50 thereof from June 1, 1943;
(ix) on $60 thereof from May 1, 1943;
(x) on $125 thereof from July 1, 1945;
and
(xi) on $118,717.98 thereof from April 16, 1942, and [fol. 37] for such other and further relief as to this Court may seem just and proper.

Standard-Vacuum Oil Company, by Cravath, Swaine & Moore, by Bruce Bromley, a member of the firm, Attorneys for Plaintiff, 15 Broad Street, New York 5, N. Y.

Duly sworn to by E. T. Singer, jurat omitted in printing.

[fol. 38]

EXHIBIT A TO PETITION

Stocks of petroleum products (including kerosene, gasoline, diesel oil, bunker fuel oil, lubricating oils and greases and specialty products) referred to in paragraphs 4(a), 5, 6, 7 and 12 of the Petition

Product		Column (1) On hand December 1, 1941	Column (2) Arrivals December 1, 1941- December 25, 1941	Column (3) Total	Column (4) Deliveries to other than United States Army	Column (5) Deliveries to United States Army December 1, 1941- December 25, 1941	Column (6) Stocks of Petroleum Products Requisitioned December 25, 1941	Column (7) Requisitioned Petroleum Products Included in Claim No. Pro. No. CC46-X-19881	Column (8) Requisitioned Petroleum Products NOT Included in Claim No. Pro. No. CC46-X-19881
Kerosene	(gal.)	924,000	588,000	1,512,000	210,000	—	1,302,000	—	1,302,000
Aviation Gasoline 87 Base	"	42,000	—	42,000	42,000	—	—	—	—
Aviation Gasoline 100 Base	"	210,000	—	210,000	—	146,480	63,520	36,620	26,900
Motor Gasoline	"	2,184,000	1,008,000	3,192,000	630,000	1,751,200	810,800	437,800	373,000
Diesel Oil	"	1,890,000	1,268,211	3,158,211	346,500	200,000	2,611,711	50,000	2,561,711
Bunker Fuel Oil	"	1,638,000	1,646,862	3,284,862	546,000	1,434,352	1,304,510	358,588	945,922
Mobil and Aviation Oils	"	212,579	—	212,579	11,697	160,706	40,176	40,176	—
Other high grade Motor & Aviation Oils	"	45,207	—	45,207	3,007	33,760	8,440	8,440	—
All other high grade Gargoyle Oils	"	294,487	—	294,487	15,287	111,680	167,520	27,920	139,600
Intermediate Oils	"	95,755	—	95,755	4,377	36,551	54,827	9,138	45,689
Ordinary Oils	"	1,066,629	—	1,066,629	56,028	—	1,010,601	—	1,010,601
Non-Lubricating Oils	"	11,051	—	11,051	476	—	10,575	—	10,575
Gargoyle and Aviation Greases	(lbs.)	366,173	—	366,173	12,084	141,635	212,454	35,409	177,045
All other Greases	"	450,425	—	450,425	13,964	46,584	389,877	11,646	378,231
Petrolatums	"	180,498	—	180,498	21,448	—	159,050	—	159,050
Wax	"	14,378	—	14,378	12,499	—	1,879	—	1,879
Asphaltum	"	2,898,480	—	2,898,480	712,320	—	2,186,160	—	2,186,160

[fol. 39]

Exhibit B to Petition

Storehouse equipment, materials and supplies referred to in paragraph 4(b) of the Petition

(1) General Storehouse Materials and Spare Equipment

Item	Value
"Ethyl" Compound AK & I-T Blue—for blending & coloring gasoline	$3,968.00
Pyla White—for treating petroleum	1,345.00
Paints	13,675.00
"National" Foam Powder A & B (firefighting supplies)	5,205.00
Fire Extinguishers & Recharges for same	263.00
Belting, Shafting, Couplings, etc.	222.00
Bolts, Nuts, Washers, Rivets, Screws, Nails, etc.	148.00
Mild Steel Bars, Plates, Angles, etc.	160.00
Reinforcing Steel, 12 tons	2,160.00
G.I. Roofing, 1600 sheets	2,287.00
Hose, Air, Fire & Oil	1,017.00
Pipes & Pipe Fittings	712.00
Valves & Valve Fittings	2,182.00
Plugs, Drum	995.00
Hand Tools, Brooms, Brushes, Hammers, Locks, etc.	371.00
Drum Washing Machine, Spare	1,247.00
Tank Gauging Equipment (Hydrometers & Thermometers)	74.00
Tank Truck Filling Equipment, Hose, Valves, Fittings, etc.	293.00
Rope, Manila	136.00
Spare parts for "Bliss" Can Making Machines	3,252.00
Spare parts for Compressors, Electric Motors, & Flow Meters	774.00
Spare parts for Conveyors	148.00
Spare parts for Engines, Machine Shop	741.00
Miscellaneous Supplies including soda, soap, waste, etc.; flashlights & batteries, light bulbs, paper dials for watchman clocks, recording meters, etc., roofing paper, roofing cement, etc.	836.00
Total	$42,211.00

(2) Can Manufacturing Supplies

Item	On Hand	Unit
Antimony	242.8	Lbs.
Brushes, Tampico	9,374	Pcs.
Caps, embossed "Cock"	11	Pcs.
Caps, embossed "Pegasus"	38,655	Pcs.
Caps, Litho "Pegasus"	18	Pcs.
Caps, Plain Friction	8,365	Pcs.

[fol. 40]

Item	On Hand	Unit
Copper rod, 1⅛" dia.	8.2	Kilos
Copper solder, pointed	3	Pcs.
Handles, wire	337	Pcs.
Lead, pig	21,370.2	Lbs.
Sal-ammoniac	185.4	Lbs.
Solder No. 1	373.8	Lbs.
Solder No. 2	637.3	Lbs.
Solder Flux	60.0	Lbs.
Tin, pig	9,274.5	Lbs.
T/Plate 10" x 20"	3,748	Cases
T/Plate 10" x 20"	72	Sheets
T/Plate 14¼" x 18⅝"	13,541	Cases
T/Plate 14¼" x 18⅝"	47	Sheets
T/Plate 15" x 20"	17,669	Sheets
Tops, with compression caps	2,430	Pcs.
Wire No. 9	44,276	Lbs.
Zinc Chloride Crys.	1,588	Lbs.

(3) Service Station Equipment, Spare Parts, Materials & Supplies

Quantity	Item
40	G & B Calcometer Elec. Pumps
14	G & B T-3179 Gasoline Pumps
2	G & B T-3177 " "
8	G & B T-3176 " "
22	G & B T-365 " "
5	G & B T-221 " "
3	G & B T-357 " " with tank
8	G & B T-357 " " " " & visible attachment
8	500- gallon Underground Tanks
2	800- " " "
10	1000- " " "
6	1500- " " "
5	Air Compressors, Elec., 3-H.P.
6	" " " 2-H.P.
3	" " " 1½-H.P.
12	" " " 1-H.P.
4	" " " ¾-H.P.
4	" " " ½-H.P.
7	" " " ¼-H.P., M-50
9	" " Engine driven, 1½-H.P.
3	Electric Motors—Spares—3-H.P.
5	" " " 1½-H.P.
3	" " " ½-H.P.
8	" " " ¼-H.P.

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Quantity	Item
48	G & B T-332 L.O. Pumps for Hiboys
21	L.O. Hiboy Tanks, complete with Pump
6	L.O. Tank with Pump—1-bbl. capacity
8	L.O. " " " —2-bbl. "
23	Gear Oil Buckets with Pump—25-lbs. cap.
35	L.O. Pump & Dolly—100-lb. capacity
18	L.O. Drum Pumps—1-liter capacity
4	Mobilubrication Gun Boards complete with Guns & Tools
5	Sets Mobilubrication Guns and Tools without Boards
2	Hydraulic Elec. Car Washers 2-gun
2	Curtis Hydraulic Lifts, free wheel, complete with attachments
6	Garage Jacks Roll-on Hydraulic Walker
12	L.O. Measures—Flexible Spout—1-liter
8	" " " " —2-liter
24	Spare Grease Hose and Nozzle
5	Sets Blackmer Rotary Pumps, complete
5	Sets Seraphin Gasoline Test Measures—1, 2, 5, 10 & 20-liter
3	Sets Seraphin Gasoline Test Measures—25 & 30-liter
60	Lengths Gasoline Hose 1"x12' complete with nozzle
4	Air Towers, complete
6	Ceiling Reels
50	Air Chucks
30	" " with ⅜" coupling
30	" " " ¼" "
500	Feet Air Hose, ⅜"
300	" " " ¼"
200	Feet Washing Machine Hose, 1"
160	Lengths G.I. Pipe—1½"
123	" " " —1"
94	" " " —½"
63	" " " —⅜"
38	" Steel Pipe—10" x 20'
180	Gals. Dupont White Enamel (Duco)
100	" Socony White Enamel
50	" Red Oxide Primer
50	" Grey Metal Primer
83	" Red Pump & Equipment Enamel
15	" Black Pump & Equipment Enamel
72	" Aluminum
70	" Pink Metal Primer
11	" Spar Varnish
50	" Turpentine
75	" Linseed Oil
20	" Walnut Stain
14	" Blue Enamel

[fol. 42]

Quantity	Item
12	Pcs. Wire Brushes
24	" Putty Knives
15	Gals. Red Oxide Powder
2	Kegs Red Cement Powder
12	Pcs. Guijo 4"x14"x24'—1340 bd. ft.
13	" Narra 4"x12"x18'— 936 " "
24	" Guijo 4"x12"x18'—1728 " "
30	" Guijo 6"x 6"x14'—1260 " "
40	" " 2"x 6"x14'— 560 " "
2000	Bd. ft. Lauan 1"x12"x12'
4000	" Tangile ½"x12"x12'
151	Sacks Cement
53	Sheets G.I. 3' x 8'—26 gauge
2	Kegs Nails, ½"
6	" " 1"
3	" " 1½"
4	" " 2"
3	" " 3"
2	" " 4"
2	" " 5"
2	" " 6"
10	Kilos Finishing Nails, ½"
10	" " " 1"
8	" " " 1½"
5	" " " 2"
	Misc. spare parts, valves, meters, gauges, fittings, etc. for service station equipment—estimated
35	Pcs. Mobilgas Enameled Shield Signs, double face, 3x3
10	" Mobilgas Enameled Shield Sign Brackets
5	" " " " " Steel Posts
16	" Mobiloil Target Signs
15	Sets L.O. Stands with Drip Pan & 3 5-gal. Drums & Faucet
100	Pcs. Gasoline Pump Globe Frames
200	" " " " Discs
10	" L.O. Pump Gloves
7	Tons Reinforcing Steel Bars (for service station building construction)
2	Bowser Underground Aviation Refueling Units complete with 5 H.P. Motor Pumps, Piping Valves, Meters, Strainers Hose Reel and Accessories

(4) Empty Gasoline Drums

1,850	55-Gallon—14 gauge
4,061	55-Gallon—18 gauge

[fol. 43]

Exhibit C to Petition

Plant and Equipment (Including Buildings, Land Improvements, Walls, Fences and Embankments, Wharves and Waterfront Equipment, Sewerage and Drainage and Other Plant and Equipment) Referred to in Paragraph 4(c) of the Petition

(1) Buildings

Use	Construction Type
Warehouse	No. 1—150'x155'x22', concrete foundation and floor, wooden frame, G.I. roof and sides
Warehouse	No. 2—100'x230'x22', concrete foundation and floor, wooden frame, G.I. roof and sides, wooden floor over concrete, with balconies
Warehouse	No. 3—38'x89'x16', concrete foundation and floor, wooden frame, G.I. roof and sides
Warehouse	No. 4—39'x178'x14'9", concrete foundation and floor, wooden frame, G.I. roof and sides
Warehouse	No. 5—80'x100'x24', concrete foundation and 1st floor, wooden frame and 2nd floor, G.I. roof and sides, with wallboard partitions and 1st class toilet on 1st floor
Warehouse	No. 6—25'x50'x12', concrete foundation and floor, wooden frame, G.I. roof and sides
Warehouse	No. 7—100'x200'x20', concrete foundation and floor, steel frame, G.I. roof and sides
Warehouse	No. 8—15'x45'x13', concrete foundation and floor, steel frame, G.I. roof and sides
Drum Filling Shed	40'x130'x10', concrete foundation and floor, wooden frame, G.I. roof and sides
Lub. Oil Blending and Filling Shed	65'x67'x10' with addition 20'x22'x10', concrete foundation and floor, wooden frame, G.I. roof and sides
Storage Shed	25'x50'x10', concrete foundation and floor, wooden frame, G.I. roof and sides
Carpenter Shop	15'x60'x10', concrete foundation and floor, wooden frame, G.I. roof and sides
Paint Shop	20'x40'x10', concrete foundation and floor, wooden frame, G.I. roof and sides
Drum Filling Shed	20'x80'x10', concrete foundation and floor, wooden frame, G.I. roof and one side, 2" wood plank floor over concrete ½ area; with addition 8'x8'x8', same construction except enclosed 4 sides

[fol. 44]

Use	Construction Type
Drum Storage and Cleaning Shed	40'x80'x10', concrete foundation and floor, wooden frame, G.I. roof, open sides
Drum and Tin Filling Shed	30'x93'x12', concrete foundation and floor with wooden plank and concrete ramp 31' wide on entrance, wooden frame, G.I. roof and 3 sides (1 side open)
Ethyl Gasoline Blending Bldg.	30'x62'x12', concrete foundation and floor, wooden frame, G.I. roof, with 61 lineal feet siding, 123 lineal feet sides enclosed with G.I. wire screen #14 gauge, 1" mesh, with fire wall inside, 6" thick x 30' wide x 12' high and 3 sets built-in lockers (2 lockers per set); 1 G.E. 5-gal. electric water heater, 220 volts, A.C. 60 cycle, 1 phase; and 1 wash basin and shower
Storage Shed	55'x205'x10', concrete foundation and floor, wooden frame, G.I. roof, open sides
Storage Shed	55'x154'x10', concrete foundation and floor, wooden frame, G.I. roof, open sides, with extension 1,073 sq. ft. concrete floor
Storage Shed	30'x532'x10'6", concrete foundation and floor, wooden frame, G.I. roof and 3 sides, with addition 16'x240'x10'6", same construction
Storage Shed	16'x45'x10', concrete footings, dirt floor, wooden posts and roof framing, G.I. roof, open sides
Storage Shed	18'x46'x10', concrete footings and floor, with 2" wooden plank over concrete, wooden Frame, G.I. roof, open sides
Storage Shed	15'x18'x10', concrete footings and floor, wooden frame, G.I. roof, open sides
Storage Shed	14'x16'x13', concrete footings, wooden frame, G.I. roof
Midden Shed	15'x20'x10', concrete foundation, floor and sides, wooden frame, G.I. roof
Midden Shed	6'7"x31'x10', concrete foundation, floor and sides, wooden frame, G.I. roof, with septic tank and sewer line to Estero Beata
Midden Shed	12'x15'x12', concrete foundation, floor and 3 sides, wooden frame, G.I. roof
Midden Shed	8'x12'x10', concrete foundation, floor and 3 sides, wooden frame, G.I. roof
Engine House	35'x61'x13', concrete foundation and floor, wooden frame, G.I. roof and sides, with hyrib partition around pump room
Pump House	10'x12'x13', concrete foundation and floor, wooden frame, G.I. roof and sides

[fol. 45]

Use	Construction Type
Pump House	12′x24′x10′, concrete foundation, floor and walls, G.I. roof
Residence	No. 1—One-story, main building 40′x68′x12′, with extensions 18′x20′x12′, 7′x12′x10′, and 9′x14′x12′, concrete foundations, wooden frame, floor and sides, G.I. roof
Residence	No. 2—One-story, main building 40′x58′x12′, with extension 10′x40′x10′, concrete foundations, wooden frame, floor and sides, G.I. roof
Residence	No. 3—One-story, main building 22′x44′x11′, with extensions 17′x23′x11′, 20′x25′x11′, 17′x21′x11′, and 6′x17′x11′, concrete foundations, wooden frame, floor and sides, G.I. roof
Residence	No. 4—One-story, main building 20′x22′x12′, with extension for toilet and bathroom, concrete foundation, wooden frame, floor and sides, G.I. roof
Residence	10 one-story buildings, each 16′x20′x11′, concrete foundation and footings, wooden frame, floor and sides, G.I. roof
Toilet & Bath	6′x8′x10′, concrete foundation and floor, wooden frame, G.I. roof and sides
Storehouse	65′x83′x20′, concrete foundation and floor, steel frame, G.I. roof and sides
Can-Shop	40′x100′x13′, concrete foundation and floor, steel frame, G.I. roof and sides
Filling House	60′x100′x13′, concrete foundation, concrete and wooden floor, steel frame, G.I. roof and sides
Runway	20′x30′x13′, concrete foundation and floor, steel frame, G.I. roof and sides
Runway	12′x30′x10′, concrete foundation, wooden frame, G.I. roof and sides
Garage	58′x95′x16′, concrete foundation and floor, wooden frame, G.I. roof and sides
Garage	35′x60′x11′, concrete foundation and floor, wooden frame, G.I. roof and 3 sides, open front
Box Factory	35′x140′x10′, concrete foundation and floor, wooden frame, G.I. roof and sides, with addition 8′4″x144′ for media agua, wooden frame and G.I. roof
Parking Shed	15′x28′x12′, concrete foundation, dirt floor, wooden frame, G.I. roof, open sides
Combined Electrical Control and Watchman's Building	Reinforced concrete construction throughout

Use	Construction Type
ir Raid helter	Reinforced concrete construction throughout
ir Raid helter	Reinforced concrete construction throughout

2) Land Improvements; Walls, Fences and Embankments; Wharves and Waterfronts

Number Or Quantity	Kind And Description In Detail
	Roadway, gravel
	Roadway
	Roadway in front of Godown No. 6
	Paving and walks
	Concrete pavement, 1,692 sq. ft.
	Concrete pavement around Shed No. 2
	Concrete pavement, 12,513 sq. ft.
	Concrete driveway, 4,563 sq. ft.
	Firewall, concrete, around Godown No. 1
	" " " " No. 2
	Fence, National, 1,081 lineal feet, 6' high, with three strands, barbed wire on top
	Firewall, concrete, around Tank No. 1, 144 ft.
	" " " " No. 2, 144 ft.
	Firewall, dirt, around Tank No. 3, 756 ft.
	" " " " No. 4, 756 ft.
	" " " " No. 5, 756 ft.
	Fence, "Cyclone" wire, 5,971 lineal feet, 6' high, with three strands, barbed wire on top
	Fence, "Cyclone" wire, 200 lineal feet, 6' high, with three strands, barbed wire on top
	Fence, "Cyclone" wire, 350 lineal feet, 6' high, with three strands, barbed wire on top
	Fence, "Cyclone" wire, 175 lineal feet, 6' high, with three strands, barbed wire on top
	Firewall, concrete, around Tank No. 6, 177 ft.
	" " " " No. 7, 177 ft.
	" " " " No. 10, 183 ft.

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Number Or Quantity	Kind And Description In Detail
	Firewall, dirt, around Tank No. 8, 924 ft.
	" " " " No. 9, 1,198 ft.
	Fence, "Cyclone" wire, 737 lineal feet, 6' high, with three strands, barbed wire on top
	Firewall, concrete, 111 lineal feet, 5' high, 6" thick, around tanks 16 and 18
	Fence, 800 lineal feet, U.S. steel "Cyclone" galvanized copper, No. 9 gauge, 2" mesh, 6' high, with 73 U-steel posts, set in concrete and U.S. steel "Cyclone" galvanized copper bearing iron gate, 52" wide
	Firewall, adobe, for Godown and Drum Plant
1	Pier, 42' x 12', wooden deck, frame and 8 creosoted piles, and deck house, G.I. roof, open sides
1	Pier, 25' x 16', wooden deck, frame and 6 creosoted piles
	Drainage system
	" "
	" "
	Sewerage and drains
1	Septic tank, adobe stone, servants' quarters
1	Septic tank, adobe stone, and concrete top
2	Septic vaults, concrete, capacity 50 persons

(3) Other Plant and Equipment

	Railroad Siding
3	Switches, complete, 12 lbs.
17	Switches, complete, 16 lbs.
3	Switches, complete, 16 lbs.
3,281 ft.	Service Track, 24" Gauge, 12 lbs.
180 ft.	Service Track, 24" Gauge, 12 lbs.
725 ft.	Service Track, 24" Gauge, 16 lbs.
3,237 ft.	Service Track, 24" Gauge, 16 lbs.
165 ft.	Service Track, 24" Gauge, 12 lbs.
673 ft.	Service Track, 24" Gauge, 16 lbs.
448 ft.	Service Track, 24" Gauge, 12 lbs.
148 ft.	Service Track, 24" Gauge, 16 lbs.
28	Cars

umber Or Quantity	Kind And Description In Detail
19	Cars
1	Lub. oil blending tank, 36"x5'6", fitted with baffle plates and agitating equipment
1	Lub. oil blending tank, 36"x5'6", fitted with baffle plates and agitating equipment
1	Storage tank No. 1, 20'x20', riveted, with self-supporting cone roof
1	Filling tank No. 10, 20'x20', riveted, with self-supporting cone roof
1	Storage tank No. 3, 93'x30', riveted, with self-supporting cone roof
1	Storage tank No. 4, 93'x30', riveted, with self-supporting cone roof
1	Storage tank No. 5, 93'x36', riveted with self-supporting cone roof
1	Water trap, gasoline, 24"x36"
1	Water trap, refined oil, 24"x36"
1	Storage tank No. 6, 31'x27', riveted, with self-supporting cone roof
1	Storage tank No. 7, 31'x27', riveted, with self-supporting cone roof
1	Water trap, gasoline, 36"x5'6", fitted with baffle plates
1	Storage tank No. 8, 115'x35', riveted, with "Wiggins" pontoon floating roof
1	Storage tank No. 9, 115'x35', riveted, with "Wiggins" pontoon floating roof
1	Blending tank, 5'6"x6'10", fitted with baffle plates and agitating equipment
1	Pressure tank No. 2, 20'x20', pressure type, riveted, with self-supporting dome roof, special reinforced bottom and automatic gauging equipment
1	Storage tank No. 11, 31'x27', riveted, with self-supporting cone roof
1	Storage tank No. 12, 31'x27', riveted, with self-supporting cone roof
1	Gasoline storage tank No. 14, 54'x35', welded, with 6' gasometer roof
1	Storage tank No. 15, 18'x30', welded, with self-supporting cone roof
1	Storage tank No. 16, 12'x24', welded, with self-supporting cone roof

[fol. 49]

Number Or Quantity	Kind And Description In Detail
1	Compressed air receiver, 28″x72″
1	Compressed air receiver, 28″x72″
1	Storage tank No. 17, 40′x42′, riveted, with self-supporting cone roof
1	Filling tank No. 18, 18′x24′, welded, with self-supporting cone roof
1	Storage tank No. 19, 24′x36′, welded, with self-supporting cone roof
1	Storage tank No. 20, 24′x30′, welded, with self-supporting cone roof
1	Storage tank No. 21, 18′x30′, welded, with self-supporting cone roof
1	Storage tank No. 22, 102′x36′, welded, with gasometer roof
1	Foundation for Tank No. 1, reinforced concrete ring, 22′ dia. x 9′ high x 8″ thick, with reinforced concrete base, 36″x12″, four reinforced concrete buttresses, sand fill
1	Foundation for Tank No. 2, reinforced concrete ring, 22′ dia. x 9′ high x 8″ thick, with reinforced concrete base, 36″x12″, four reinforced concrete buttresses, sand fill
1	Foundation for Tank No. 3, reinforced concrete ring, 101′ dia. x 4′ high x 5″ thick, with reinforced base, 24″x12″, concrete apron and sand fill
1	Foundation for Tank No. 6, reinforced concrete ring 32′4″ dia. x 8′ high x 8″ thick, with reinforced base, 24″x12″, sand fill
1	Foundation for Tank No. 7, reinforced concrete ring, 32′4″ dia. x 8′ high x 8″ thick, with reinforced base, 24″x12″, sand fill
1	Foundation for Tank No. 8, reinforced concrete ring, 123′ dia. x 4′ high x 5″ thick, with reinforced base, 24″x12″, concrete apron and sand fill
1	Foundation for Tank No. 9, reinforced concrete ring, 123′ dia. x 4′ high x 5″ thick, with reinforced base, 24″x12″, concrete apron and sand fill
1	Foundation for Tank No. 10, reinforced concrete ring, 22′ dia. x 9′ high x 8″ thick, with reinforced base, 24″x12″, sand fill
1	Foundation for Tank No. 11, reinforced concrete ring, 32′4″ dia. x 8′ high x 8″ thick, with reinforced base, 24″x12″, sand fill

[fol. 50]

Number Or Quantity	Kind And Description In Detail
1	Foundation for Tank No. 12, reinforced concrete ring, 32'4" dia. x 8' high x 8" thick, with reinforced base, 24"x12", sand fill
1	Foundation for Tank No. 14, reinforced concrete ring, 62' dia. x 4' high x 5" thick, with reinforced base, 24"x12", concrete apron and sand fill
1	Foundation for Tank No. 15, reinforced concrete ring, 22' dia. x 9' high x 8" thick, with reinforced base, 24"x12", sand fill
1	Foundation for Tank No. 16, reinforced concrete ring, 14' dia. x 9' high x 8" thick, with reinforced base, 24"x12", sand fill
1	Foundation for tank No. 17, reinforced concrete ring, 48' dia. x 4' high x 5" thick, with reinforced base, 24"x12", concrete apron and sand fill
1	Foundation for tank No. 18, reinforced concrete ring, 19'4" dia. x 7'6" high x 8" thick, with reinforced base, 24"x12", sand fill
1	Foundation for tank No. 19, reinforced concrete ring, 26' dia. x 8' high x 10" thick, with reinforced base, 24"x12", sand fill
1	Foundation for tank No. 20, reinforced concrete ring, 26' dia. x 8' high x 10" thick, with reinforced base, 24"x12", sand fill
1	Foundation for tank No. 21, reinforced concrete ring, 20' dia. x 8' high x 8" thick, with reinforced base, 24"x12", sand fill, including reinforced concrete firewall
1	Foundation for tank No. 22, reinforced concrete ring, 110' dia. x 4' high x 5" thick, with reinforced base, 24"x12", concrete apron, sand fill
136 ft.	Petroleum pipe lines, 6"
46 ft.	" " " 2"
449 ft.	" " " 6"
4,412 ft.	" " " 8"
50 ft.	" " " 2"
264 ft.	" " " 4"
78 ft.	" " " 8"
378 ft.	" " " 4"
1,047 ft.	" " " 6"
13 ft.	" " " 8"
178 ft.	" " " 4"

[fol. 51]

Number Or Quantity	Kind And Description In Detail
301 ft.	Petroleum pipe lines, 6"
112 ft.	" " " 8"
416 ft.	" " " 4"
1,227 ft.	" " " 6"
1,086 ft.	" " " 8"
182 ft.	" " " 3"
282 ft.	" " " 4"
82 ft.	" " " 3"
186 ft.	" " " 4"
62 ft.	" " " 6"
1,744 ft.	" " " 4"
1,762 ft.	" " " 6"
1,314 ft.	" " " 8"
20 ft.	" " " 2½"
896 ft.	" " " 4"
1,977 ft.	" " " 6"
135 ft.	" " " 119'—4", 9'—2½", 7'—2"
408 ft.	Water pipe lines, 4"
1,953 ft.	" " " 6"
837 ft.	" " " 8"
1,174 ft.	Water pipe lines, 10"
125 ft.	" " " 12"
78 ft.	" " " 3"
115 ft.	" " " 6"
722 ft.	" " " 6"
90 ft.	" " " 3"
1,382 ft.	" " " 2½"
290 ft.	Steam pipe lines, 1½", with lagging
4 lgths.	Petroleum rubber hose, 2" x 20'
2 lgths.	" " " 3" x 15'
1 lgth.	" " " 8" x 20'
3 lgths.	" " " 8" x 15'
4 lgths.	Petroleum flexible hose, 1½" x 10'
2 lgths.	Petroleum rubber hose, 8" x 15'
6 lgths.	" " " 6" x 20'
1 lgth.	Petroleum rubber hose, 6" x 20'
8 lgths.	" " " 6" x 20'
2 lgths.	" " " 8" x 15'

[fol. 52]

Number Or Quantity	Kind And Description In Detail
1 lgth.	Fire Hose, 2½" x 50'
5 lgths.	" " 2½" x 50'
3 lgths.	" " 2½" x 50'
5 lgths.	" " 2½" x 50'
6 lgths.	" " 2½" x 50'
2 lgths.	" " 2½" x 50'
9 lgths.	" " 2½" x 50'
6 lgths.	Steam hose, 2—1½" x 10', 4—1½" x 20'
9 pcs.	Nozzles, fibre
20 pcs.	Nozzles, bronze
2 pcs.	Tank manifold, 8"
2 pcs.	Flow meter oil, 3"
12 sets	Coupling for fire hose
6 pcs.	Nozzles, bronze
1 pc.	Oil Meter, 3"
1 pc.	Filter, diesel oil
1 pc.	Flow meter, gasoline, 4", complete with strainer and air eliminator
1 pc.	Fire hose, nozzle, 2½"
	Pipe fittings and manifolds
1	Engine, De La Vergne, No. 10393, type DH, Serial No. 278, 40-HP, including foundation and installation
1	Engine, De La Vergne, No. 25567, type DH, Serial No. 500, 40-HP, including foundation and installation
1	Engine, De La Vergne, No. 26952, type DH, twin-cylinder (Nos. 459/460), 130-HP
6	Tanks, cooling water, 46"x96"x⅛", for engines, including foundations
1	Tank, 20"x60", compressed air, with safety valve 175/200 lbs., and air gauge 300 lbs., for engine
1	Engine, Ruston, type HR, Serial No. 159393, 10-HP, including foundation and installation
1	Engine, Fairbanks, type Z, Serial No. 764914, 2-HP
2	Tanks, steel, 46" dia. x 8' high x ⅛" thick, cooling water, for engines, including foundations
1	Pump, Gould's, 11"x24", Fig. 1590, serial No. 40434, with 1 air pressure gauge, 100 lbs. including foundation and installation
1	Pump, Gould's, 9"x12", Fig. 1605, serial No. 40435, with 1 air pressure gauge, 100 lbs., including foundation and installation

[fol. 53]

Number Or Quantity	Kind And Description In Detail
1	Pump, Gould's, Fig. 562, No. 12, 2½", Challenge
1	Pump, Marvel, rotary (5 liters)
1	Pump, Worthington, single stage, centrifugal, type "C", 2" suction and 1½" discharge, Serial No. 64[illegible]15-W
1	Car Washer, Curtis, with 1 HP Wagner electric motor, type 76V7KA, 220 volts A.C.
1	Pump, Gould's, Fig. 562, No. 12, 2½", Challenge
1	Air compressor, Curtis, with 1 HP Wagner electric motor, type 76Y6KA, 220 volts, A.C. serial No. 104992
1	Blower for can manufacturing
1	Pump, Gould's, Fig. 562, Challenge, No. 12, 2½"
1	Pump, Gould's, Fig. 562, Challenge, No. 16, 2½"
1	Pump, Worthington, centrifugal, serial No. 846178, direct connected to 1 HP, 220 volts, A.C. electric motor, serial No. 107438
1	Pump, Viking Rotary, model BP, belt drive, 4" suction, 3" discharge, including installation
1	Pump, Fairbanks-Morse, centrifugal, 2" suction, 1½" discharge, serial No. 177969, direct connected to 1-3 HP, 220 volts, A.C. electric motor, serial No. 106170, including installation
1	Pump, American-Marsh, centrifugal, type AM
1	Gun, alemite grease, type H-15
1	Filler, lubricating oil, Aro, model 15, portable
1	Flusher, fly, complete with ¼ HP electric motor
1	Motor, electric, 3 HP, 220 volts, A.C., serial No. 22532, including connection and installation
1	Pump, Blackmer, centrifugal, for Drum Washing Machine
1	Pump, Viking Rotary, model TKK, 2"
1	Pump, Blackmer, type 100, with electric motor, G.E., 5 HP, 2 phase, 60 cycle, 220 volts, A.C., including connection and installation
1	Pump, Viking Rotary, 6" suction and 5" discharge, with 2- 26"x12"x2-7/16" pulleys, for refined oil, including installation
1	Pump, Viking Rotary, Model EQ, 3" suction and 3" discharge, Serial No. 2282058, capacity 200 gals. per minute at 375 R.P.M., direct connected with one 10 HP Wagner electric motor, type RP-1, 2 phase, 220/440 volts, 60 cycle,

[fol. 54]

Number Or Quantity	Kind And Description In Detail
	A.C., 1750 R.P.M., Model No. W-30-B-210-B, Serial No. 1737582, including installation
1	Pump, Viking Rotary, Model K-115, Serial No. 2281378, 1½" suction and 1½" discharge, capacity 30 gallons per minute at 330 R.P.M., direct connected with one 2 HP Wagner electric motor, type RP-1, 2 phase, 220 volts, 60 cycle, A.C., Model No. 4-E-10-B-374, Serial No. 3-R-43341, including electric wiring for motor and installation
1	Fairbanks-Morse, Fig. 5531, 2" side suction, centrifugal pump, with bronze impeller, direct connected with G.E. Model 5K 225-A-2271 K 225 motor, 5 HP, 1800 R.P.M., Serial No. 987742-380428, 220 volts, 2 phase, 60 cycle, explosion proof, with one starter switch, G-E, CR-7006-#4389802, G-103, 2 heater units #81, D-26 and one #4981612 C2-CR-2941 F2 remote control "start stop" button, including electric wiring for motor, concrete foundation and installation
1	Pump, Rotary Viking, model KK86, serial No. 2350329, with Wagner induction motor, type RP-1, model 1K14B372, 220/440 volts, 2 phase, 60 cycle, serial No. 3827215, including connection and installation
1	Connel & Dengler box printing machine, 20", single color, complete with side printing die and end printing die, "Comet"
1	Bliss No. 2 power squeezer, with self-centering device, Order No. 10418, Ser. No. 56829.
1	Bliss No. 2 power squeezer, with self-centering device, Order No. 10419, Ser. No. 56830
1	Bliss No. 2 power squeezer, with self-centering device, Order No. 10413, Ser. No. 56843
1	Bliss No. 2 power squeezer, complete, Order No. 5112, Ser. No. 59209
1	Bliss No. 12 press, for caps and handle clips, Ser. No. 56834
1	Bliss No. 21 press, top & bottom, complete with scrap strippers, Order No. 10419, Ser. No. 56824
1	Bliss No. 21 press, top & bottom, complete with scrap strippers, Order No. 10419, Ser. No. 56825
1	Bliss No. 30 press, complete with trimming die and upper knife block, Order No. 5110, Ser. No. 59199

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Number Or Quantity	Kind And Description In Detail
1	Bliss No. 30 press, with panel die, Order No. 5110, Ser. No. 59200
1	Bliss No. 30 press, with panel die, Order No. 5112, Ser. No. 59208 and installation cost
1	Bliss No. 39 double horn press, Order No. 10419, Ser. No. 56827
1	Bliss No. 39, double horn press, Order No. 10419, Ser. No. 56828
1	Bliss No. 18 press, with caps and clips
1	Bliss trimming and forming die.
1	Bliss No. 150 wire handle machine, Order No. 10419, Ser. No. 56832
1	Bliss No. 157 seam roller, Order No. 10419, Ser. No. 56861
1	Bliss No. 300 squaring shear, Order No. 10419, Ser. No. 56833
1	Bliss roll hemming machine, Order No. 10419, Ser. No. 56826
1	Bliss set of 4 trimming knives
1	Rhodes top press, Ser. No. 1990
1	Soldering machine, side seam
3	Pyrometers with 3 meters wire each for soldering machines
1	Aciding machine
1	Solder furance, complete with 1 melting pot, 3 cast iron moulds, and 1 cast iron moulding table
1	5-gal. combination die—"Comet"
1	5-gal. combination die—"Cock"
2	5-gal. bottom dies—"Star"
1	5-gal. top die—gasoline
1 set	6 pcs. inserts—top die gasoline
1 set	Cock flat cap die inserts
1 set	2 pcs. inserts—panel die
1 set	Inserts for "Comet" top die
1 set	Inserts for panel die
1	Lathe, complete with face plate jaws, 26"x12", Niles Bement Pond No. 66292
1	Fairbanks shaper, crank, standard, 24", Serial No. B-2976
1	D. Saunders pipe cutting and threading machine
1	Toledo No. 2 pipe threading machine

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Number Or Quantity	Kind And Description In Detail
1	Toledo No. 3 pipe threading machine
1	Toledo No. 4 pipe threading machine
1 set	Taps and dies—"Greenfield"
1	Bench vise, No. 308—"Reed"
1	Pipe vise, 4"—"Erie" No. 3
1	Pipe vise—"Jarecki" No. 10
1	Machinist vise
1	Fairbanks drill press—Sibley Machine Co.
1	Drill press—vise, No. 7½ Skinner
1	Chuck, Jacobs drill
1	Stanley portable electric drill, Serial No. 5026, Motor No. 1052380
1	Stanley electric drill, with motor—220 volts, A.C., 1 phase, 60 cycle—Serial No. 342
1	Stanley electric bench grinder
1	Fairbanks No. 6 grinder, St. Louis
1	Blacksmith forge, Buffalo No. 660
1	Blacksmith anvil, Buffalo No. 258n
1	6-ton Weaver auto jack
1	Filling machine, 1/5 drum
1	Filling machine, 4-can—"Crandall"
1	Filling machine, 55-drum
1	Filling machine, 12-can—"Atlantic"
1	Filling machine, 50-gal.—"2 Hopper"
1	Conveyor for 50-gal. "Hopper" filling machine
4	Fillers, automatic barrel, 1½"
1	Volumetric filling machine with gasometer tank, 5-tin
1	Garrard No. 3128 wire tying machine
1	Garrard wire binding machine, Model B
1	Crown paint spraying machine, complete, Serial No. 4026, Motor No. 1052380
1	Crown paint spraying machine, complete, Serial No. 6263, Motor No. 1051933
2	Drum washing machines
1	Phomene fire engine, 40-gal.
1	Foamite fire engine
1	Mask, No. EB-6612 MSA, 1-man combination hose, 50'1" oil proof hose
1	Cadwell lawn mower, gasoline motor driven

Number Or Quantity	Kind And Description In Detail
1	Welding outfit—Meco, acetylene
1	Lincoln welding machine, Serial No. A20640, frame SA-75, 3 HP, 220-440 volts, 75 amp.
1	Level, engineer's Y, K & E, type No. 5007, Serial No. 27346
1	Transit, K & E, Type No. 5007, Serial No. 22817
1	Chain block, Yale & Towne
1	Chronometer, Saybolt No. 1061
1	1½-ton hoist, spurgeared Wright, Model BB
2	2-ton trolleys with framework
1	Gas indicator, MSA, combustible, complete with sampling line, filaments and probe tubes
1	Steel kettle, 25" diameter, for heating asphalt
	Shaftings, pulleys and hangers
	Shaftings, pulleys and hangers
	Shaftings, pulleys and hangers
	Shaftings, pulleys and hangers
1	Fairbanks scale No. 5, 800 kilos capacity
1	Fairbanks scale No. 13, 700 kilos capacity
1	Fairbanks scale No. 23, 720 kilos capacity
1	Howe scale No. 20, 1100 kilos capacity
1	Howe scale No. 21, 1,100 kilos capacity
1	Howe scale No. 22, 1,100 kilos capacity
1	Howe scale No. 826, 500 kilos capacity
1	Toledo scale No. 23692, Model No. S-21
1	Platform scale No. 1, 320 kilos capacity
1	Platform scale No. 2, 500 kilos capacity
1	Platform scale No. 3, 300 kilos capacity
1	Platform scale No. 4, 550 kilos capacity
1	Platform scale No. 6, 125 kilos capacity
1	Platform scale No. 7, 125 kilos capacity
1	Platform scale No. 8, 123 kilos capacity
1	Platform scale No. 10, 12 5 kilos capacity
1	Platform scale No. 11, 120 kilos capacity
1	Platform scale No. 12, 120 kilos capacity
1	Platform scale No. 14, 150 kilos capacity
1	Platform scale No. 15, 123 kilos capacity
1	Platform scale No. 17, 125 kilos capacity
1	Platform scale No. 19, 4000 kilos capacity

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Number Or Quantity	Kind And Description In Detail
1	Platform scale No. 24, 120 kilos capacity
1	Platform scale No. 26, 300 lbs. capacity
1	Platform scale No. 27, 2000 kilos capacity
1	DeVilbiss portable electric spray painting outfit, Type NK 616, Serial No. 43925, complete with 1 ½ HP G.E. electric motor, Model 5SCR65AA22, No. 1812748, 220 volts, 60 cycle, 1 phase
2	Blowers for soldering machine and installation cost
1	Chain hoist, "Wright", high speed, Type BB, geared, 1½-ton capacity
2	National foam engines, 40-gal. capacity each
	Equipment for handling multiple package tinplate, consisting of 3 3-ton capacity "Reading" geared cranes, equipped with 2 1½-ton capacity trolleys, Serial Nos. 1484, 1485 and 1486
2	1½-ton capacity "Reading" chain hoists, 7' lift
2	Stacking cradles
3	Crane runaways, complete with required columns and brackets, and installation cost
1	Top and bottom soldering machine, complete with 3 sets thermo-coupler electric indicators, smoke stacks and solder melting stoves including shaftings, pulleys and beltings, and installation cost
	Equipment for blending lubricating oils, consisting of 1 mixing tank 3'6" wide x 3'6" deep x 7' long, and pipe and fittings
1	Handle clip soldering machine, complete with pulleys and belting
1	2 Hopper volumetric filling machine
1	4 Hopper volumetric filling machine
1	Ethyl eductor unit (mixing plant includes pipe and fittings, pressure and vacuum gauges, and flexible gasoline hose)
1	Howe scale No. 826, 500 kilos capacity
1	Bowser meter filling machine, Fig. No. 2766A, 1½", with No. 730 strainer and 753-C air release, including installation cost
	Equipment for making friction caps, consisting of 8 closing tools with spare parts, 1 set of 2 operation cap dies with spare parts, 1 cap die cover and 1 machine for applying sealing compound

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Number Or Quantity	Kind And Description In Detail
1	Hydrostatic drum dedenting machine, complete with rectangular open top, 3'6" wide x 5'6" long x 1'6" deep, No. 18 gauge, G.I. tank, pressure gauge, and 1 Fairbanks-Morse Fig. 5510, 1" pump, 1½" suction, and 1" discharge direct connected to a Wagner electric motor, ½ HP, 220 volts, 60 cycle, 1 phase, mounted on steel base
1	Friction cap expanding machine
1	Top and bottom aciding machine and installation cost
1	Howe platform scale, 500 kilos capacity
1	Wiring machine, Model B
1	Hydrostatic drum-dedenting machine, complete with rectangular open top 3'6" wide x 5'6" long x 1'6" deep, No. 18 gauge, G.I. tank, pressure gauge
1	Pump, Fairbanks-Morse, Fig. 5510, 1"-1½" suction, 1" discharge, directly connected to a Wagner electric motor, ½ HP, 220 volts, 60 cycle, 1 phase mounted on steel base
1	Set Meco oxy-acetylene welding outfit
9	Yard Lights including wiring and poles
5	Telephones, magneto, wall
3	Flood lights, 16"
1	" " 13½"
2	" " 11"
1	" " 10"
1	" " 11"
5	Yard lights including wiring and poles
2	Flood lights, 11"
10	Yard lights including wiring and poles
1	Electric power line, 2 phase, for Electric Welding Machine
8	Flood lights, 11"
6	" " 13½"
16 secs.	"Matthews" gravity conveyors, 8 ft. long, 12" wide; rollers, 2¼" diam., 4" spacing
2 curves	"Matthews" gravity conveyors, 90 degrees, 12" wide; rollers, 2¼" diam., 4" spacing
20 secs.	"Lamson" gravity conveyors, 10 ft. long, 16" wide; rollers, 2½" diam., 3" spacing
7 secs.	"Lamson" gravity conveyors, 10 ft. long, 16" wide; rollers, 2½" diam., 4" spacing

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Number Or Quantity	Kind And Description In Detail
4 secs.	"Matthews" gravity conveyors, 8 ft. long, 12" wide; rollers, 1⅝" diam., 2" spacing
30 secs.	"Lamson" gravity conveyors, 10 ft. long, 16" wide; rollers, 2½" diam., 4" spacing
10 secs.	"Matthews" gravity conveyors, 8 ft. long, 12" wide; rollers, 1⅝" diam., 2" spacing
3 curves	"Matthews" gravity conveyors, 90 degrees, 12" wide; rollers, 1⅝" diam., 2" spacing
30 secs.	"Lamson" gravity conveyors, 10 ft. long, 14" wide; rollers, 2½" diam., 3" spacing
12 secs.	"Lamson" gravity conveyors, 10 ft. long, 16" wide; rollers, 2½" diam., 3" spacing
1	Covered conveyor, 80 ft. long, steel frame, G.I. roof, between Godown Nos. 3 and 4
1	Steel framing, 179 ft. long, for conveyor, built in Godown No. 4 (conveyor not included)

[fol. 61] EXHIBIT D TO PETITION

Tank Cars, Trucks and Floating Equipment
Referred to in Paragraph 4(d) of the Petition

(1) TANK AND PACKAGE TRUCKS

International Package Truck, Model D-15, 130" wheelbase, w/5 Wheels, U. S. built Steel Cab, Chassis No. D-15-4105-R, Motor No. HD-213-A

GMC Package Truck, Model T-18-C, W/Cab, Factory No. T-18-24433, Motor No. 12397483, Serial No. K-8896

Reo Package Truck, Model 2-J-5, w/Cab, Motor No. 24-B-9349, Serial No. 2552

Dodge Tank Truck, Model RK-62-024, w/Cab, Chassis No. 8763674, Motor No. T-43-1345, complete w/Heil Elliptical Tank, 4000 liters capacity, 4 compartments

White Tank Truck, Model 712, 190" Wheelbase, Serial No. 208344, Engine No. 1947, complete w/Heil Elliptical Tank, 4950 liters capacity, 5 compartments

White Tank Truck, Model 712-R-1496, Engine No. 23331, 190" Wheelbase, Serial No. 210907, complete with Heil Elliptical Tank, 5050 liters capacity, 5 compartments

Ford V-8 Tank Truck Chassis, 4 Tons, 181" Wheelbase, 85-HP, Model 917-T, 1939, with tools, equipped with Fabco Extension, Auxiliary Springs Heavy Duty, Cooling Efficiency Dual for Belts, with Hydraulic and Hand Mechanical Brakes, mounting 6-7.50x20 Bus Balloon Tires on all 7 wheels, Dual Rear, with U.S. Steel Cab installed, Motor No. BB-18-F-4846626

Ford V-8 COE Package Truck, Stake Body, 134" Wheelbase, Model 09W-1940, 95-HP, Motor No. 99-TF-116079, locally made Steel Cab, Standard Tools, equipped with Auxiliary springs, Heavy Duty Cooling Efficiency, Hydraulic and Hand Mechanical Brakes, 7 Wheels complete with 7.50x20 Bus Balloon Tires

Ford V-8 COE Package Truck, Stake Body, 134" Wheelbase, 95-HP, Motor No. 99-TF-147020, Dual Rears, complete with 7.50x20 8-ply tires, 7" Rims, One Spare Wheel, with locally built closed steel cab and locally built all-steel case body, equipped with Handy Governor

Ford V-8 COE Tank Truck, 95-HP, 134" Wheelbase, with closed cab, Auxiliary Rear Springs, 7.50x20 8-ply Tires, Dual Rears, 7" Rims, one Spare Wheel, Motor No. 99-TF-148611, complete with Heil Elliptical Tank, 4000 liters

capacity, 4 compartments, equipped with Neptune 3"x2½" [fol. 62] Special Auto-Stop Red Seal Compact Meter, Calibrated in Liters, 2 lengths Maltese Cross Hewprene Tank Truck Hose 2½" x 11', and Handy Governor

Ford V-8 COE Tank Truck, 95-HP, 134" Wheelbase, with closed Cab, Auxiliary Rear Springs, 7.50x20 8-ply Tires, Dual Rears, 7" Rims, one Spare Wheel, Motor No. 99-TF-148612, complete with Heil Elliptical Tank, 4000 liters capacity, 4 compartments, equipped with one Neptune 3"x2½" Special Auto-Stop Red Seal Compact Meter, calibrated in liters, 2 lengths Maltese Cross Hewprene Tank Truck Hose 2½"x11', Fruehauf Trailer Connection, and Handy Governor

Ford V-8 COE Tank Truck, 95-HP, 134" Wheelbase, with closed Cab, Auxiliary Rear Springs, 7.50x20 8-ply Tires, Dual Rears, 7" Rims, one Spare Wheel, Motor No. 99-TF-148623, complete with Heil Elliptical Tank, 4000 liters capacity, 4 compartments, equipped with one Neptune 3"x2½" Special Auto-Stop Red Seal Compact Meter, calibrated in liters, 2 lengths Maltese Cross Hewprene Tank Truck Hose 2½"x11', and Handy Governor

International Tank Truck, Model DS-30, R-232, 155" Wheelbase, Standard Cab with Safety Glass, 6.50x20 front tires, 7.50x20 dual rears. Chassis No. DS-30-10260-R, Motor No. HD-232-93923, complete with Davis 4000-liter, 4-compartment steel tank equipped with Neptune 3"x2½" Auto-Stop Red Seal Compact Meter, Type L-1a #5824657, with Model 342 Direct Reading Auto-Stop Register

International Tank Truck, Model DS-30, R-232, 155" Wheelbase, Standard Cab with Safety Glass, 6.50x20 front tires, 7.50x20 dual rears, Chassis No. DS-30-10259-R, Motor No. HD-232-95263, complete with Davis 4000-liter, 4-compartment steel tank equipped with 2½" TL-150-Q Smith Meter, FR-150 Eliminator 3 Vent Tubes complete, 2 11'x2½" Maltese Cross Synthetic Tank Truck Hose, Rubber Tank Mountings, 1½", 2½", 3" Barret Speed Couplers Type 3, and Fruehauf Fl 26-F Hook Type Trailer Connections complete

Ford V-8 Package Truck, 85-HP, Model 018T-1940, 158" Wheelbase, with Steel Cab and Body, Mounting 7 7.00x20 Tires, Motor No. BB18F-5598708

Chevrolet Commercial Truck, Model 1941, Series "AK", 115" Wheelbase, with Carryall Suburban Body, equipped as per factory specifications, Factory No. 2AK01-6614,

S/K #8219 with 5 6.00x16 6-ply BSW Tires and Tools, Engine No. ADR-497214 $

Ford Aviation Gas Tank Truck, Motor No. 99-TF-232783
Ford Package Truck, Model 1940, Motor No. 99-TF-185993
Ford Package Truck, Model 1940, Motor No. 99-TF-195467
Ford Package Truck, Model 1940, Motor No. 99-TF-185979

[fol. 63] (2) Floating Equipment

Launch "Gamecock II"—Steel Hull, 59'6" long x 13'6" beam x 7' deep, Draft 5'6", Registered Tonnage 21.35, Speed 10 Knots, equipped with Fairbanks-Morse Marine Diesel Engine 150-HP, No. 740640, complete with one 1000-gallon capacity S.O. Typhoon Pump and 3-blade Bronze Towing Type Propeller 50" diam., 30" pitch; and Underwriter's Centrifugal Fire Pump, 3-stage, 500-GPM, No. 42-STG R H, direct-connected to a Continental Gasoline Engine, Model H-22120-D, 4-cycle, with Starter and Generator

Lighter "Ohio"—Steel Hull, 90' long x 20' beam x 8' deep, 70000 gals. capacity, with vapor-proof hatches and seats, equipped with Worthington Horizontal Duplex Steam Pump 10" x 10¼" x 12"

Lighter "Kansas"—Steel Hull, 90' long x 20' beam x 8' deep, 70000 gals. capacity, with vapor-proof hatches and seats, equipped with Worthington Horizontal Duplex Steam Pump 10" x 10¼" x 12"

Bulk Lighter "Illinois"—Steel Hull, 95' long x 21' beam x 8'3" deep, 75000 gals. capacity, equipped with Worthington Horizontal Duplex Steam Pump 10" x 10¼" x 12"

Bulk Lighter "Indiana"—Steel Hull, 95' long x 21' beam x 8'3" deep, 75000 gals. capacity, equipped with Worthington Horizontal Duplex Steam Pump 10" x 10¼" x 12"

Bulk Lighter "Sumpter"—Steel Hull, 64' long x 21' beam x 6'6" deep, 28000 gals. capacity, equipped with Lister Diesel Engine 16-HP, Type CE, Serial No. 383391; Viking Rotary Pump, Model BM 4", Serial No. 22422138; and Deming Centrifugal Pump 1", Fig. 4000, Serial No. DC19791

Bulk Lighter "Georgia"—Steel Hull, 74' long x 21' beam x 7'6" deep, 56000 gals. capacity, equipped with Ruston Diesel Engine 10-HP; Viking Rotary Pump 3"; and Grandberg Meter, C. I., Type E, 2"

(3) TANK CARS

Equipment No.	Capacity
RP-1	6200 gallons
RP-2	" "
RP-3	" "
RP-4	" "
F-20	" "
F-21	6330 "
F-22	" "

[fol. 64] EXHIBIT E TO PETITION

Letter of Requisition Referred to in Paragraph 9 of the Petition

Headqu: rters

United States Army Forces in the Far East

Office of the Commanding General

Manila, P. I.

December 25, 1941.

Asiatic Petroleum Co., Manila, P. I., Tidewater Associated, Manila, P. I., Caltex Corp., Manila, P. I., Standard-Vacuum Oil Co., Manila, P. I.

DEAR SIRS:

Effective immediately all petroleum stocks, storage and handling facilities, etc., at your Manila, Pandacan oil depots are requisitioned by the U. S. Army. Any action deemed necessary for the destruction of this property will be handled by the U. S. Army. However, your personnel must remain on duty under the direction of the U. S. Army and obey any instructions given them by the U. S. Army.

Your full and active assistance and cooperation are requested.

By Command of General MacArthur, Hugh J. Casey, Colonel, C. E., Engineers.

[fol. 65] EXHIBIT F TO PETITION

Gasoline Tanks Referred to in Paragraph 50 of the Petition

Storage Tank No. 1, 20′ x 20′, steel riveted, with self-supported cone roof, 45,000 gals. capacity.

Storage Tank No. 2, 93′ x 35′, steel riveted, with self-supported cone roof, 1,750,000 gals. capacity.

Storage Tank No. 3, 80′ x 30′ steel riveted, with self-supported cone roof, 1,100,000 gals. capacity.

Storage Tank No. 4, 20′ x 20′ steel riveted, with self-supported cone roof, 45,000 gals. capacity.

Storage Tank No. 5, 115′ x 45′, steel riveted, with Wiggins pontoon floating roof, 3,270,000 gals. capacity.

Storage Tank No. 7, 20′ x 20′, steel riveted, with self-supported cone roof, 45,000 gals. capacity.

Storage Tank No. 8, 20′ x 20′, steel riveted, with self-supported cone roof, 45,000 gals. capacity.

Storage Tank No. 9, 78′ x 47′, steel welded with 6′ gasometer type roof and special vacuum and pressure relief fittings, special gauging device etc. 1,666,000 gals. capacity.

Storage Tank No. 10, 48′ x 36′ steel welded, 460,000 gals. capacity.

[fol. 66] EXHIBIT G TO PETITION

Petroleum Products, Supplies, Buildings and Equipment Referred to in Paragraph 65 of the Petition

Pump House.
Filling House and Garage.
Residence.
Warehouse.
Toilet and Bath House.
Fence and Gates.
Steel Tank and Foundation, capacity 2,500,000 gallons.
Steel Tank and Foundation, capacity 540,000 gallons.
Tank and Foundation, capacity 9,247 gallons.
Hose.
Pipelines.
Engine, Lister Full Diesel 6 H. P.
Engine, fire, Phomene.
2 Pumps Viking Rotary.
Fairbanks Scale.

3 Howe Scales.
Generator.
Electric Yard Lights.
Gasoline Pump and Underground Gasoline Tank,
Steel Cable, Slings, Ropes, Paints.
15 Fire Extinguishers.
391—55 gallon Drums.
418,676 liters of Motor Gasoline.
41 Drums (55 gal.) Motor Gasoline.
60 Drums (55 gal.) Diesel Oil.
1613.54 m. t. Diesel Oil.

[fols. 67-68] EXHIBIT H TO PETITION

Petroleum Products, Supplies, Buildings and Equipment Referred to in Paragraph 149 of the Petition

3 Warehouses with reinforced concrete foundation, wooden frame, galvanized iron roof.
Reconditioning Shed.
5 Storage Sheds, Wooden Frame, Galvanized Iron Roof.
Residence, 2-story Wooden Building.
Garage.
Bath House.
2 Jetties, concrete piles, hardwood platform.
Gasoline Tank, capacity 8,300 units.
Pipelines.
Metallic Hose.
Pump Blackmer Rotary.
2 Phomene Fire Engines.
Howe Platform Scale.
Welding Outfit.
Yard Lights.
2 Gravity Conveyors.
General Storehouse Supplies.
Service Station Equipment.
Miscellaneous Materials, tools and small equipment.
3,742 Empty Drums (55 gal.)
Gargoyle, Mobiloil Oils and Aviation Oils, 17,181.54 gallons.
Other High Grade Motor and Aviation Oils, 2,596.7 gallons.
All Other High Grade Gargoyle Oils, 14,933.7 gallons.
Intermediate Oils, 11,378.3 gallons.

Ordinary Oils, 79,292.47 gallons.
Non-lubricating Oils, 1,791.09 gallons.
Grease, Asphalt and Miscellaneous Supplies.

[fol. 69] On June 1, 1948, on motion made therefor, and allowed by the court, the defendant's motion to dismiss claims in the Amended Petition was allowed to stand to the Second Amended Petition.

DEFENDANT'S MOTION TO DISMISS CLAIMS FIFTH, SEVENTH AND FIFTEENTH OF AMENDED PETITION

Now comes the defendant, by its Assistant Attorney General, and moves the Court that it dismiss (a) the fifth claim, stated in paragraphs 49 to 54, inclusive, of the Amended petition (R. 14-15), (b) that part of the seventh claim which is stated in paragraphs 64 to 67, inclusive, of the amended petition (R. 17-18), and (c) the fifteenth claim, stated in paragraphs 148 to 153, inclusive, of the amended petition (R. 32-4). As basis for such motion, defendant states that it appears on the face of the amended petition that the claims so sued on accrued more than six years prior to the filing of the amended petition, that they are therefore barred under the provisions of Section 156 of the Judicial [fol. 70] Code (28 U. S. C. 262), and that this Court is without jurisdiction to consider them.

Respectfully submitted.

H. G. Morison, Assistant Attorney General.

Kendall M. Barnes, Attorney for Defendant.

ARGUMENT AND SUBMISSION OF CASE ON DEFENDANT'S MOTION TO DISMISS CERTAIN CLAIMS

On June 1, 1948, the case was argued and submitted on defendant's motion to dismiss certain claims in the Second Amended Petition by Mr. Kendall M. Barnes for defendant and by Mr. Albert R. Connelly for plaintiff.

[fol. 71] OPINION OF THE COURT ON DEFENDANT'S MOTION TO DISMISS CLAIMS FIFTH, SEVENTH, AND FIFTEENTH OF AMENDED PETITION BY HOWELL, J. DISSENTING OPINION BY JONES, CHIEF JUDGE—Filed November 1, 1948.

Mr. Albert R. Connelly for the plaintiff. Messrs Cravath, Swaine & Moore were on the brief.

Mr. Kendall M. Barnes, with whom was Mr. Assistant Attorney General H. G. Morison, for the defendant.

DEFENDANT'S MOTION TO DISMISS CLAIMS FIFTH, SEVENTH, AND FIFTEENTH OF AMENDED PETITION

HOWELL, *Judge*, delivered the opinion of the Court:

This is a motion to dismiss three of fifteen causes of action stated in plaintiff's petition on the ground that they are barred by the statute of limitations.

The defendant has requested the Court to dismiss (a) the fifth claim stated in the amended petition, (b) that part of the seventh claim stated in paragraphs 64 to 67 of the amended petition, and (c) the fifteenth claim stated in the amended petition, or in the alternative, so much of the fifteenth claim as relates to the alleged requisition by defendant of petroleum supplies, and as ground therefor invokes the six-year period limitation provisions of Section 156 of the Judicial Code (28 U. S. C. § 262).

By leave granted subsequent to the filing of the amended petition, plaintiff on March 24, 1948, duly filed a second amended petition, in which plaintiff amended its fifth claim by changing the alleged date of requisition from April 1, 1941 to April 1, 1942. From that amendment it appears [fol. 72] that the claim did not accrue more than six years prior to the filing of the petition and as a consequence the claim cannot be barred by the provisions of Section 156 of the Judicial Code, *supra*.

Therefore, it is necessary to address our attention only to the argument of defendant that parts of the seventh and fifteenth claims appearing in the amended petition are barred by the statute of limitations, and to plaintiff's contention that defendant's motion to dismiss these claims should be denied.

The claims involved are for certain properties of the plaintiff, Standard-Vacuum Oil Company, requisitioned by

the United States Government for military purposes, including petroleum stocks, supplies, buildings and equipment, and the destruction of certain supplies and equipment of plaintiff to prevent their falling into enemy hands, located at San Fernando, La Union, and La Paz, Iloilo City, Philippine Islands. Plaintiff alleges that because of the loss and destruction of its records proper claims could not be filed until the Japanese occupation had ended and opportunity had to reconstruct statistically the properties, stocks, equipment, etc., owned by it at the time of requisitioning or destruction.

The question involved is whether the statute of limitations is suspended by reason of the fact that the plaintiff was unable to make complete and timely claims against the United States by reason of the occupation of the Philippine Islands by the military forces of the Japanese with whom the United States was at war.

The relative parts of Section 156, *supra*, are as follows:

> Every claim against the United States cognizable by the Court of Claims shall be forever barred unless the petition setting forth a statement thereof is filed in the court * * * within six years after the claim first accrues. The claims of married women first accrued during marriage, of persons under the age of twenty-one years first accrued during minority, and of idiots, lunatics, insane persons, and persons beyond the seas at the time the claim accrued, entitled to the claim, shall not be barred if the petition be filed in the court * * * within three years after the disability has ceased; but no other disability than those enumerated shall prevent any claim from being barred, nor shall any of the said disabilities operate cumulatively.

[fol. 73] It is urged that even though the statute sets forth with particularity those causes which will suspend its running, that nevertheless there are other causes not mentioned in the statute itself which have the same effect.

The Supreme Court, in the case of *Braun* v. *Sauerwein*, 10 Wall. 218 (U. S. 1871), by unanimous opinion delivered by Mr. Justice Strong, made an extended exposition of the theory (pp. 221-23).

In the case of *Hopkirk* v. *Bell*, 3 Cranch 454, the Supreme Court held that the treaty of peace of 1783, by which the independence of the United States was acknowledged by

Great Britain, prevented the operation of a Virginia statute of limitations upon debts due to British subjects, and contracted before the treaty was made. In that case, though the statute had begun to run before the commencement of the war in 1775, the time during which it had thus run was not allowed to be added to any time subsequent to the treaty.

In *Hanger* v. *Abbott*, 6 Wall. 532, it was ruled that the time during which the courts of the Southern states were closed to the citizens of other states during the War Between the States was, in suits brought by such citizens, to be excluded from the computation of the time fixed by the statutes of limitation, within which only suits might be brought, and this, though the statutes contained no such exception. In other words, it was held that the statute of limitations of the Southern states was suspended while the courts in those states were closed by the war.

In the *Hanger* case, *supra*, Abbott of New Hampshire sued Hanger of Arkansas in *assumpsit*. The question was whether the period of the War Between the States was to be excluded in computing the time fixed for limitation of action by the Arkansas statute, there being no exception or exemption stated in the statute. Mr. Justice Clifford gave the opinion of the Court and held that the statute of limitations did not run while the creditor was incapable of suing, owing to the state of war.

The plaintiff, in its supplemental memorandum in answer to defendant's motion to dismiss, has directed the attention of the Court to the recent opinion of the United States Circuit Court of Appeals for the Second Circuit in *Osbourne* v. *United States, et al.*, 164 F. (2d) 767 (1947).

[fol. 74] In that case, the appellant, the libellant in the court below, had been employed between October 15, 1941, and December 8, 1941, as member of the crew of a vessel owned, operated and controlled by respondents American President Lines, Ltd., and the United States, through its agency the War Shipping Administration. At some time during the period of his employment, appellant was injured through the negligence of respondents. On December 8, 1941, he, along with the rest of the crew, was interned by members of the armed forces of the Imperial Japanese Government and was not returned to this country until October of 1945. Suit was commenced on July 31, 1946.

The District Court dismissed the libel on exceptions founded on the statute of limitations. On appeal to the

Second Circuit Court of Appeals, the order of the District Court was reversed on the ground that the running of the statute of limitations was tolled when the libellant-appellant was a prisoner in the hands of the enemy in time of war.

It is to be noted that in all of the authorities reviewed above, the courts in each instance were unavailable to the plaintiffs in question. In *Hopkirk* v. *Bell*, the Revolutionary War had the practical effect of closing the courts of Great Britain to litigants of the United States of America, and vice versa. *Hanger* v. *Abbott* involved a consideration of the War Between the States, which also had the effect of closing the courts of the North to the citizens of the South, and vice versa.

The decision of the Supreme Court of the United States in the case of *Braun* v. *Sauerwein, supra,* was primarily based upon the previous holdings of the court in the cases above mentioned.

In the most recent case, and that last reviewed above, i.e., *Osbourne* v. *United States,* the libellant in the lower court had been deprived of the proper forum in which to bring his cause of action by reason of the fact that he was a prisoner of war in a country then occupied by the enemy of the United States. Consequently, he could not have presented his cause of action during the time when he was so incarcerated.

However, in the case before us, the courts of the United States were open at all times to the plaintiff to present its [fol. 75] claims against the Government. The plaintiff knew that its stores and supplies had either been requisitioned by the United States Government or destroyed in order to prevent them from falling into the hands of the enemy many months ago.

As a matter of fact, on May 3, 1946, the plaintiff filed with the United States Army Claims Service, Manila, Philippine Islands, proof of certain claims in respect of property sold and delivered to the defendant. At that time, which was over a year and one half prior to the six-year limitation, it would have been possible for the plaintiff to have filed with this Court proper claims which, even though they may not have been complete and accurate, could nevertheless have been amended as soon as the full facts concerning them came into possession of the plaintiff.

The claims could have thus been preserved against the running of the statute of limitations.

The language of section 156 of the Judicial Code, *supra*, is clear and unambiguous:

> Every claim against the United States cognizable by the Court of Claims shall be forever barred unless the petition setting forth a statement thereof is filed in the court * * *

After the enumerated disabilities are stated, the section concludes

> * * * but no other disability than those enumerated shall prevent any claim from being barred, * * *

In view of this language employed by Congress, and the circumstances of this case, we do not think that the running of the statute should be tolled as to the claims of the plaintiff against which the motion to dismiss has been directed.

Therefore, that part of the seventh claim stated in paragraphs 64 to 67 of the amended petition, and so much of the fifteenth claim as related to the alleged requisition by the defendant of petroleum supplies, are hereby dismissed.

It is so ordered.

Madden, Judge; Whitaker, Judge; and Littleton, Judge, concur.

[fol. 76] JONES, *Chief Judge*, dissenting:

In the circumstances as disclosed by the pleadings and in the light of conditions that were known to prevail I would overrule the motion to dismiss.

Not only did wartime conditions prevail, but for nearly four years the entire territory where these transactions occurred was occupied by an alien enemy. The plaintiff was the owner of numerous oil installations throughout the Philippine Islands. It was manifestly impossible to ascertain the facts in detail during that period.

The information upon which a petition could be based, even if not destroyed by the enemy, was removed from plaintiff's use as effectively as if it had been destroyed. It is a source of pride to Americans that the courts of our country make every reasonable effort to protect the rights of litigants.

Statutes of limitation are intended to bring disputes to an issue while information, records and living witnesses are available. But here the shoe is on the other foot. Every

reason upon which statutes of limitation are based is on the other side and calls for a suspension of the statutes during a period when there was a blackout of information and facts. *Hanger* v. *Abbott*, 6 Wall. 532; *Braun* v. *Sauerwein*, 10 Wall. 218; *Osbourne* v. *United States*, 164 F. (2d) 767, 769.

It is true that the six years statute of limitation is jurisdictional, but the same reasoning applies to its suspension as to the right to recover in ordinary cases.

I would overrule the motion without prejudice and allow the facts to be presented. If these show a lack of diligence on the part of plaintiff, appropriate action can then be taken. But to grant the motion on the cold lettering of the law without knowing what the justifying facts may be is too much like making plaintiff responsible for conditions brought about by a conflict that was not of its choosing, and penalizing it for a failure to secure facts during a period when they were unavailable.

[fols. 77-78] JUDGMENT OF THE COURT—November 1, 1948

The Court decides that certain claims in the plaintiff's second amended petition be dismissed.

It Is Therefore Adjudged and Ordered, that part of the seventh claim stated in paragraphs 64 to 67 of the amended petition, and so much of the fifteenth claim as related to the alleged requisition by the defendant of petroleum supplies, are hereby dismissed.

[fol. 79] Clerk's Certificate to foregoing transcript omitted in printing.

[fol. 80] SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed March 28, 1949

The petition herein for a writ of certiorari to the Court of Claims is granted. And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ. The case is transferred to the summary docket.